



City Council Meeting Minutes

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us

Anne McEnerny-Ogle, Mayor • Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

March 11, 2024

WORKSHOPS: 4:30-5:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/36307?startStreamAt=0&stopStreamAt=2252

Homeless Emergency Response - Outside Habitation Ordinance Policy Options

(Approximately 30 MIN)

Jamie Spinelli, Homeless Response Manager, 360-487-8610

Summary

Staff led Council through a discussion of the Homelessness Emergency Response - Outside Habitation Ordinance Policy Options.

Councilmembers Stober and Paulsen were absent from the workshop.

COUNCIL DINNER / EXECUTIVE SESSION RE: REAL ESTATE ACQUISITION (RCW 42.30.120 (1)(b)) 1 HOUR

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:07-6:07 p.m. to discuss Real Estate Acquisition.

COUNCIL REGULAR MEETING

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36309?startStreamAt=0&stopStreamAt=1958 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmembers Harless, Perez, Fox, Hansen, and Mayor McEnerny-Ogle

Absent: Councilmembers Stober and Paulsen

Motion by Councilmember Hansen, seconded by Councilmember Harless, and approved unanimously to excuse Councilmembers Stober and Paulsen.

Approval of Minutes

Minutes - February 26, 2024

Motion by Councilmember Fox, seconded by Councilmember Hansen,

and carried unanimously to approve the meeting minutes of February 26, 2024.

Proclamations: Women's History Month

Mayor McEnery-Ogle read and presented a proclamation to Tracy Reilly-Kelly, Historian for the League of Women Voters of Clark County, proclaiming March 2024, as Women's History Month.

Community Communications

Mayor McEnery-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- Kimberlee Goheen Elbon, La Center, WA

There being no further testimony, Mayor McEnery-Ogle closed Community Communication.

Consent Agenda (Items 1-7)

Council pulled items 5 and 6 for discussion.

Motion by Councilmember Perez, seconded by Councilmember Hansen, and carried unanimously to approve items 1-4 and 7 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Harless, and carried unanimously to approve items 5-6 on the Consent Agenda.

1. Completion of Construction - Safe Stay 3 Project

Staff Report: 048-24

- *The project constructed the Safe Stay 3 Community including twenty shelters, one office, community gathering areas, restroom and laundry units, and storage facilities.*
- *The original construction contract bid amount was \$708,307.68. Quantity adjustments during construction increased the final contract amount 0.5% to \$711,958.27. City Electric of Ridgefield, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.*
- *The apprenticeship goal for this project was 3% of the project's labor hours. The contractor was able to exceed the goal and achieved an actual apprenticeship utilization of 22%. The high apprenticeship utilization was able to be achieved due to the high need for electricians on this project.*

Request: On March 11, 2024, accept the Safe Stay 3 Project as

constructed by City Electric of Ridgefield, Washington, and authorize release of the retainage in the amount of \$32,748.77, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 360-487-7790

Motion approved the request.

2. **Bid Award - Growth Management Area Pump Station Upgrades**

Staff Report: 049-24

The Growth Management Area is located in the eastern portion of the sanitary sewer service boundary. The pump stations in this area that are included in this project are as follows; Maplecrest, Edmunds, Pheasant Run and Stein Estates. These stations were constructed in the late 1990's to serve development in this section of the service boundary. These stations all pump wastewater to a common force main in NE 162nd Ave that extends north from NE 39th Street then west in the Bonneville Power Administration (BPA) right-of-way to a discharge manhole approximately 1,400 feet west of NE 162nd Ave. With this contract the Maplecrest pump station will undergo the most upgrades, with minor improvements to the other stations. The Maplecrest station has outdated communications equipment located within a hut type structure. This project will bring communication up to current standards, including a new building, provide a new transformer for the backup power, as well as other upgrades to bring the station to current standards. The improvements with this project will create a more efficient station that will reduce maintenance and operation costs over time.

On February 6, 2024, the City received 3 bids for the subject project. The bids ranged between \$1,173,966 and \$1,475,160. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Tapani, inc, Battle Ground, WA	\$1,173,966.00
Western United Civil Group, Yacolt, WA	\$1,280,852.29
Clark & Son	\$1,475,160.50
Engineers' Estimate	\$1,381,000.00

Based on the engineer's estimate and the Apprenticeship Policy, there is a 3% apprenticeship goal for this project. The Contractor intends to exceed this goal by using 185 apprenticeship hours out of the total 1,452 project hours.

Request: Award a construction contract for the Growth Management Area (GMA) Pump Station Upgrade project to the lowest

responsive and responsible bidder, Tapani, Inc of Battle Ground, WA at their bid price of \$1,173,996.00, which includes Washington State sales tax, and authorize the City Manager or designee, to execute a contract with Tapani, Inc for the same.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

Motion approved the request.

3. **Bid Award for Television Video Production, Broadcast Equipment and Related Services, per Bid # 24-15**

Staff Report: 050-24

Clark/Vancouver Television typically purchases between \$200,000 and \$300,000 annually of video production and broadcast equipment. The amount varies based off the video equipment needed to be replaced. The City sought bids based off of percentage discounts from video production equipment manufacturers resold by the vendor.

On February 13, 2024, the City received two bids for the subject project. One bid was considered non-responsive. The bid was advertised publicly in two separate newspapers for two weeks and also sent directly to multiple supplier rosters that included certified minority firms. The bid price was based off of the discounted amount from video equipment manufacturers' retail price, not reflective of the amount expected to be spent.

Request: On March 11, 2024, award a contract for Television Video Production, Broadcast Equipment and Related Services as the lowest responsive and responsible bidder, Key Code Media, Inc. of Kent, WA not to exceed \$1,200,000.00, which includes Washington State sales tax over a 4-year period and authorize the City Manager or designee to execute the same.

Jim Demmon, Video Services Manager, 360-487-8706

Motion approved the request.

4. **Ratification of Emergency Order 2023-03.01**

Staff Report: 051-24

A RESOLUTION ratifying Emergency Order 2023-03.01, issued by the Vancouver City Manager on March 8, 2024.

Since the declaration of the emergency to respond to growing homelessness crisis and ratification of Emergency Orders 2023-02 and 2023-03 on November 6, 2023, the City has taken the following actions:

- *Homelessness Emergency Action Plan (HEAP) drafted and approved by Incident Commander to provide clarity on staff roles and*

responsibilities related to declared emergency.

- *Briefed all VPD patrol officers about the updated policy and procedures related to or involving unsheltered homelessness, bringing patrol's response into alignment with HART's processes and providing patrol greater clarity and more tools for responding to calls for service involving unsheltered homelessness.*
- *Gotten approval to expand the Community Court from one half day to one full day every week. This transition will occur as soon as a new location for the Community Court is secured.*
- *Established Fourth Plain corridor response team to provide both behavioral health response and community engagement and activation to reduce the significant negative impacts related to unsheltered homelessness in that area.*
- *Opened Safe Stay Communities 3 and 4, doubling the total Safe Stay capacity in Vancouver and bringing a new service provider into the community.*
- *Under the existing Emergency Order 2023-03 the City Manager has closed five public properties so as to address and mitigate the adverse impacts of homelessness.*

•

Since the November emergency declaration issues of interpretation and application of Emergency Order 2023-03 have been raised by HART, VPD, and individuals experiencing homelessness. To address these Emergency Order 2023-03 has been amended in the following ways:

- *Made easier to read and understand by using plain language in alignment with Governor Inslee's recent Executive Order 23-02.*
- *Consolidated reference to all relevant VMCs to clarify enforcement criteria and potential actions.*
- *Provide increased objectivity (and therefore, improved enforceability) with respect to the activities that qualify as "meaningful engagement".*
- *Remove a previous reference to being able to "pack up and leave the area in an hour" to avoid any potential hardship posed on qualified individuals with a disability.*

Request: Adopt resolution ratifying Emergency Order 2023-03.01

*Aaron Lande, Program and Policy Development Manager,
360-487-8612; Jamie Spinelli, Homeless Response
Manager, 360-487-8610*

Motion adopted Resolution M-4266 to approve the request.

5. Appointment Culture, Arts & Heritage Commission

The City's Culture, Art and Heritage Commission is a nine-member volunteer group responsible for facilitating the development and promotion of a thriving cultural, art and heritage environment that reflects the people we serve. This is accomplished through the creation of community-

informed programs, ownership of buildings and public art, and a commitment to community partnerships.

Council Subcommittee 2 recently interviewed candidates for this commission and recommends the full-term reappointment of Lee Rafferty and Christine Richardson as well as the appointment of Ricky Gaspar with terms effective January 1, 2024, and expiring December 31, 2026.

If there are no objections, we would like to make this appointment at the Monday, March 11, 2024, Council meeting.

Request: Reappointment of Lee Rafferty and Christine Richardson as well as the appointment of Ricky Gaspar to the Culture Arts and Heritage Commission. All three are full-term positions effective January 1, 2024, and expiring December 31, 2026.

Council Committee 2

Motion approved the request.

6. Appointment Salary Review Commission

This seven-member volunteer commission studies the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary and compensation for the Mayor and City Council.

Mayor McEnemy-Ogle interviewed three applicants for two, full-term positions and recommends the appointment of Margot Rice and Greg Chaimov to positions with a term effective January 1, 2024, and expiring December 31, 2027.

If there are no objections, I would like to make these appointments at the Monday, March 11, 2024, Council meeting.

Request: Appoint to the Salary Review Commission Margot Rice and Greg Chaimov to full-term positions effective January 1, 2024, and expiring December 31, 2027.

Mayor McEnemy-Ogle

Motion approved the request.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for March 11, 2024.

Motion approved claim vouchers in the amount of \$5,645,767.79.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

EXECUTIVE SESSION RE: PERSONNEL - RCW 42.30.110(1)(g) (1 HR)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 7:01-8:01 p.m. to discuss Personnel.

Adjournment

8:01 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [City of Vancouver, WA](#)
To: [City Council](#)
Subject: Submission: Contact City Council
Date: Wednesday, March 6, 2024 12:20:35 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Contact the City Council

Name

Alondra Miranda

Email

[REDACTED]

Address

United States
[Map It](#)

Subject

Request Information

Choose Recipient

All the Council

Message

One of the things on the agenda I had some thoughts about was pavement management. I think it's a great idea to add new ADA curb ramps and improve streets. There are parts of town that are not as nice and it's noticeable right away that they need work done. I'm not a person who's too involved so I'm not aware of how things are done. This brings me to my question if improvements where needed, will be done equally all over town over the next 20 years?



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March 18, 2024

MARCH 18, 2024 CITY COUNCIL COMMUNITY FORUM

Firstenburg Community Center - 700 NE 136th Ave, Vancouver, WA

Public Notice

There will be no City Council meeting on March 18, 2024.

Firstenburg Community Center is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

The March 18, 2024, City Council Community Forum was held at the Firstenburg Community Center immediately following the State of the City Address from 6:30 p.m. to 8:00 p.m.

Present: Councilmembers Harless, Fox, Paulsen, Stober, Hansen, and Mayor McEnerny-Ogle

Absent: Councilmember Perez

During the Community Forum, the following action was taken. Discussion with community members on any topic(s) related to City business.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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CITY OF
Vancouver
WASHINGTON

City Council Policies

Workshop: April 1, 2024

Jonathan Young
City Attorney



Overview

- Community Communication
- Complaints Re: Direct Reports
- Filling Council Vacancies
- Miscellaneous:
 - (1) Attendance
 - (2) Travel
 - (3) All-Council emails
 - (4) Parliamentary Procedure
 - (5) Annual DEI Training
 - (6) Retreats & Fifth Mondays
 - (7) Proclamations
 - (8) Council Compact



Community Communication

1. Quarterly Forum
2. Weekly Meetings with refined 3 min. limit
3. Town Hall with open mic
4. Tabletops (market / coffee)
5. Defined feedback loop





Complaints Re: Direct Reports

Recommend:

1. Timely notification of City Council; and
2. Investigate all plausible allegations that, if true, would constitute a violation of law or policy.

Memorialize via:

- A. Website; and/or
- B. Council Policy.





Councilmanic
Freeze



Freeze via Charter
Amendment



Candidate
not running



Ranked Choice
Voting

Filling Council Vacancies





Councilmanic Freeze

- 4-6 weeks maximum;
- Greatest utility shortly before candidate filing week.



Charter Amendment

- Longer durations permitted;
- Potential consequences of leaving one or more seats unfilled.





Scenario 1

Councilmanic Freeze

used to delay appointment
beyond filing week.

Scenario 2

Charter Amendment

required to postpone
appointment beyond
filing week.

Scenario 3

More than 9-month delay

required to delay beyond
filing week.





Scenario 1

Council vacancy effective
5 Feb 2024

Councilmanic Freeze

can be used to postpone
appointment until after
filing week.

Charter Amendment

would be needed to leave
seat vacant until after
municipal election.



6-8 Week Recruitment

Freeze Period

4 Weeks Councilmanic

Council Appointment

2023

2024

Vacancy

Candidate Filing Week

Primary

General Election



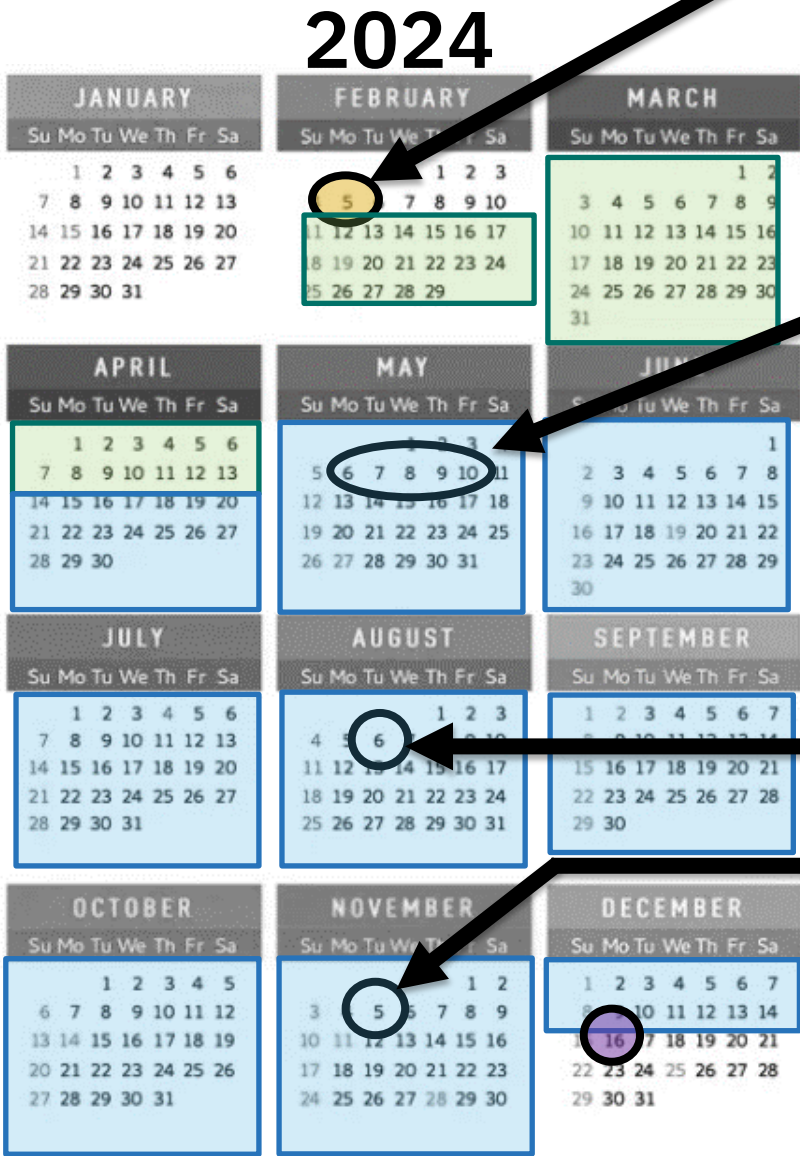
Appointment Process Scenario 1

6-8 Week
Recruitment

Freeze
Period

Charter
Amendment
Required

No Council
Appointment



Vacancy

Candidate
Filing Week

Primary

General
Election





Scenario 2

Council vacancy effective
28 Nov 2023

Councilmanic Freeze
of 4-6 weeks results in
no discernable benefit.

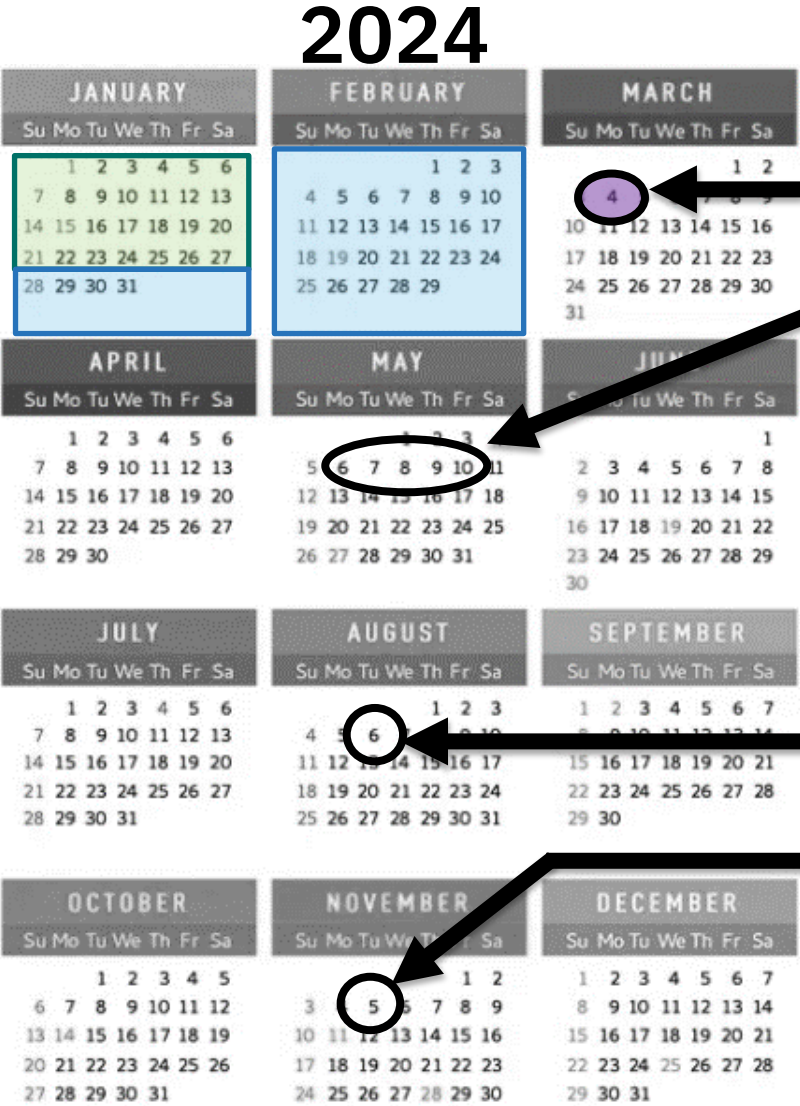
Charter Amendment
would be needed to leave
seat vacant until after
2024 filing week.



Appointment Process Scenario 2

6-8 Week
Recruitment

Freeze
Period
4 Weeks
Councilmanic



Council
Appointment

Candidate
Filing Week

Primary

General
Election



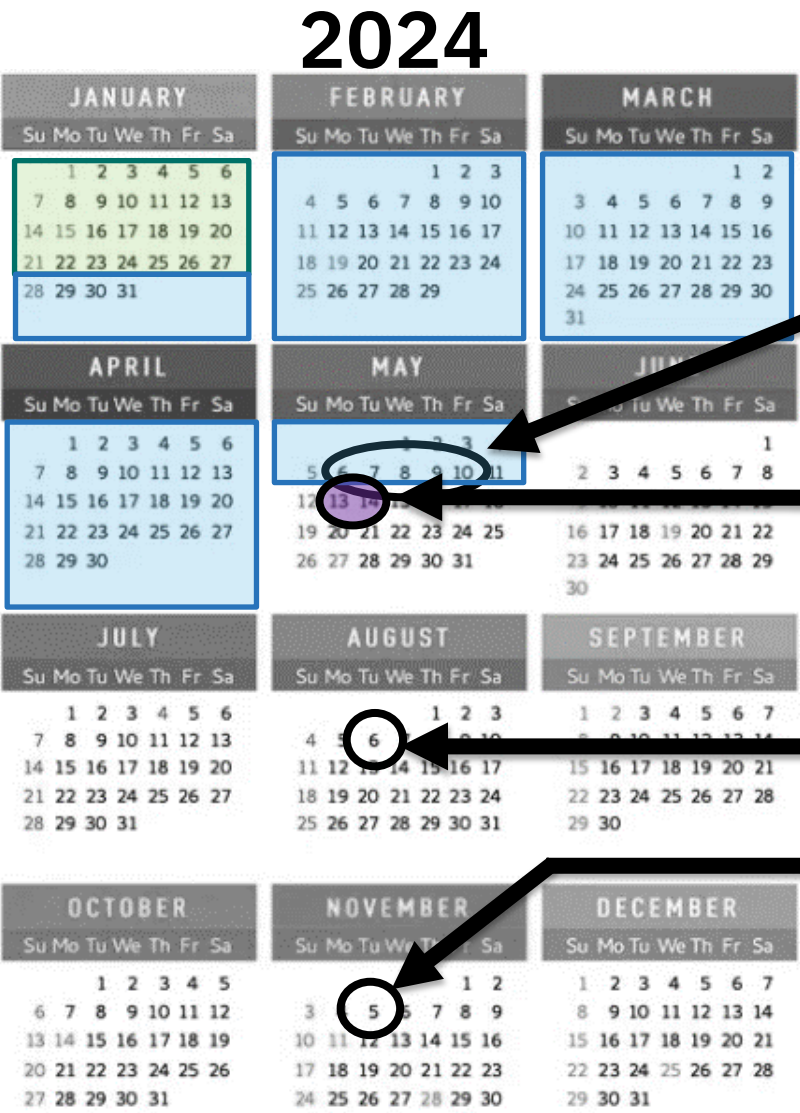
Vacancy

Appointment Process Scenario 2

6-8 Week
Recruitment

Freeze
Period

Charter
Amendment
Required



Candidate
Filing Week

Council
Appointment

Primary

General
Election





Scenario 3

Council vacancy effective
15 May 2023

Councilmanic Freeze
of 4-6 weeks results in
no discernable benefit.

Charter Amendment
would be needed to leave
seat vacant until after
2024 filing week.



Appointment Process

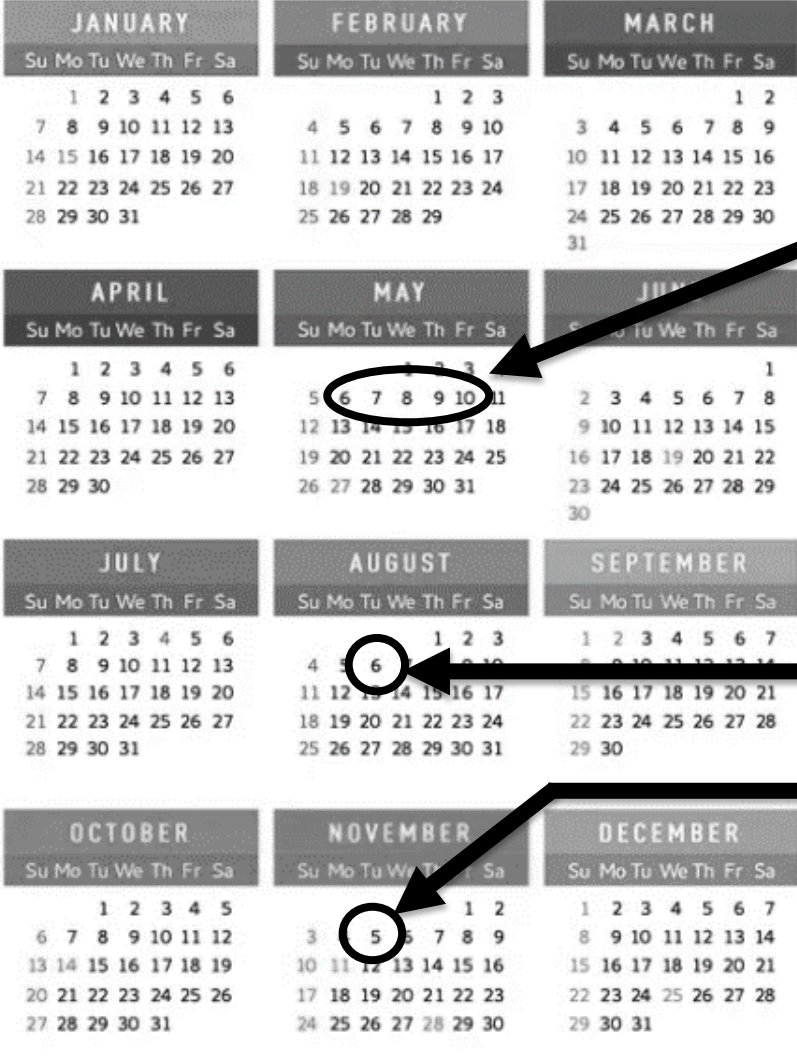
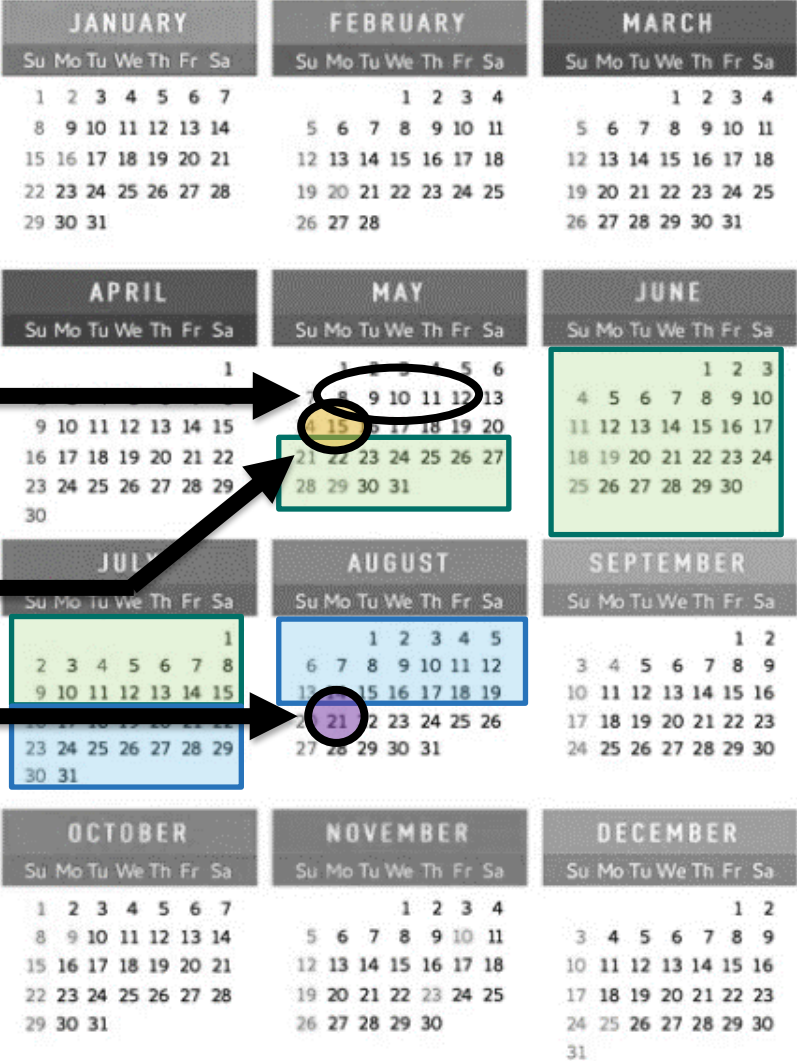
Scenario 3

2023

2024

6-8 Week
Recruitment

Freeze
Period
4 Weeks
Councilmanic



Candidate
Filing Week

Candidate
Filing Week

Vacancy

Council
Appointment

Primary
General
Election



Appointment Process

Scenario 3

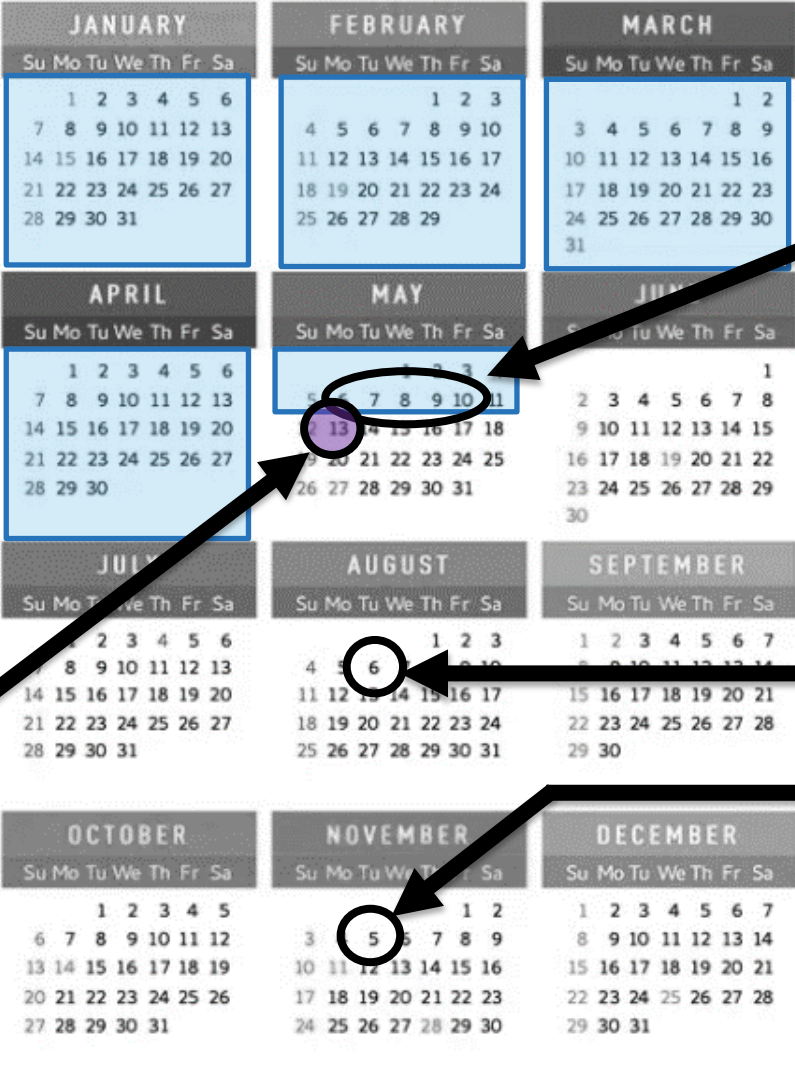
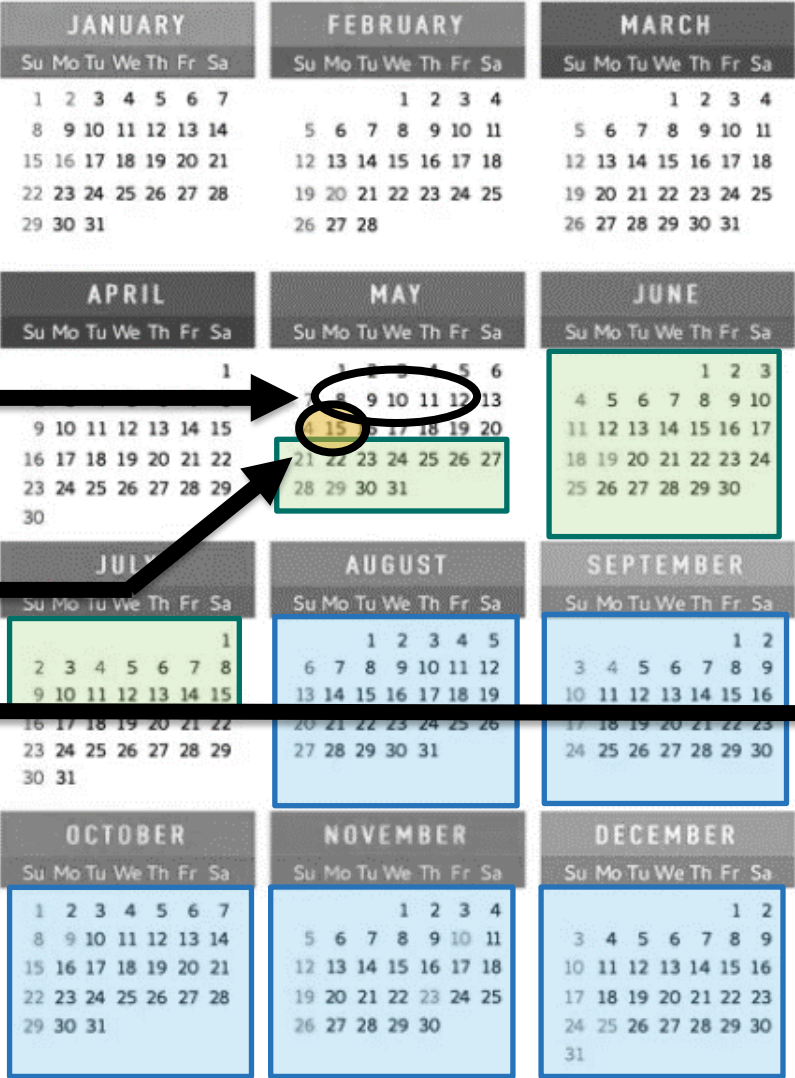
6-8 Week
Recruitment

Freeze
Period

Charter
Amendment
Required

2023

2024



Candidate
Filing Week

Vacancy

Council
Appointment

Candidate
Filing Week

Primary
General
Election





Councilmanic
Freeze



Freeze via Charter
Amendment



Candidate
not running



Ranked Choice
Voting

Discussion: Council Vacancies





Council Meetings

1. Attendance (notification of absences);
2. Travel (e.g. conferences or sister city);
3. Communications to the Council – one response on behalf of all;
4. Parliamentary procedure: Increase specificity beyond reference to Robert's Rules;





Council Meetings Continued...

5. Proclamations;
6. Annual training in Diversity, Equity and Inclusion (DEI) and accessibility;
7. Programming Retreats and Fifth Mondays;
8. Council Compact.





Next Steps

- Advance proposed amendments from April 1, 2024 Workshop

(Schedule additional workshop dates as desired by Council.)

- City Attorney to draft any desired amendments
- Preview changes under “Manager Communications”
- Formal consideration of Amendments via Resolution on Consent Agenda



Thank You



OUR VANCOUVER

OUR FUTURE 2045

Land Use Possibilities Workshop

April 1, 2024

Rebecca Kennedy, Deputy Director, Community Development Department

Nicole McDermott, Consultant Project Manager, WSP

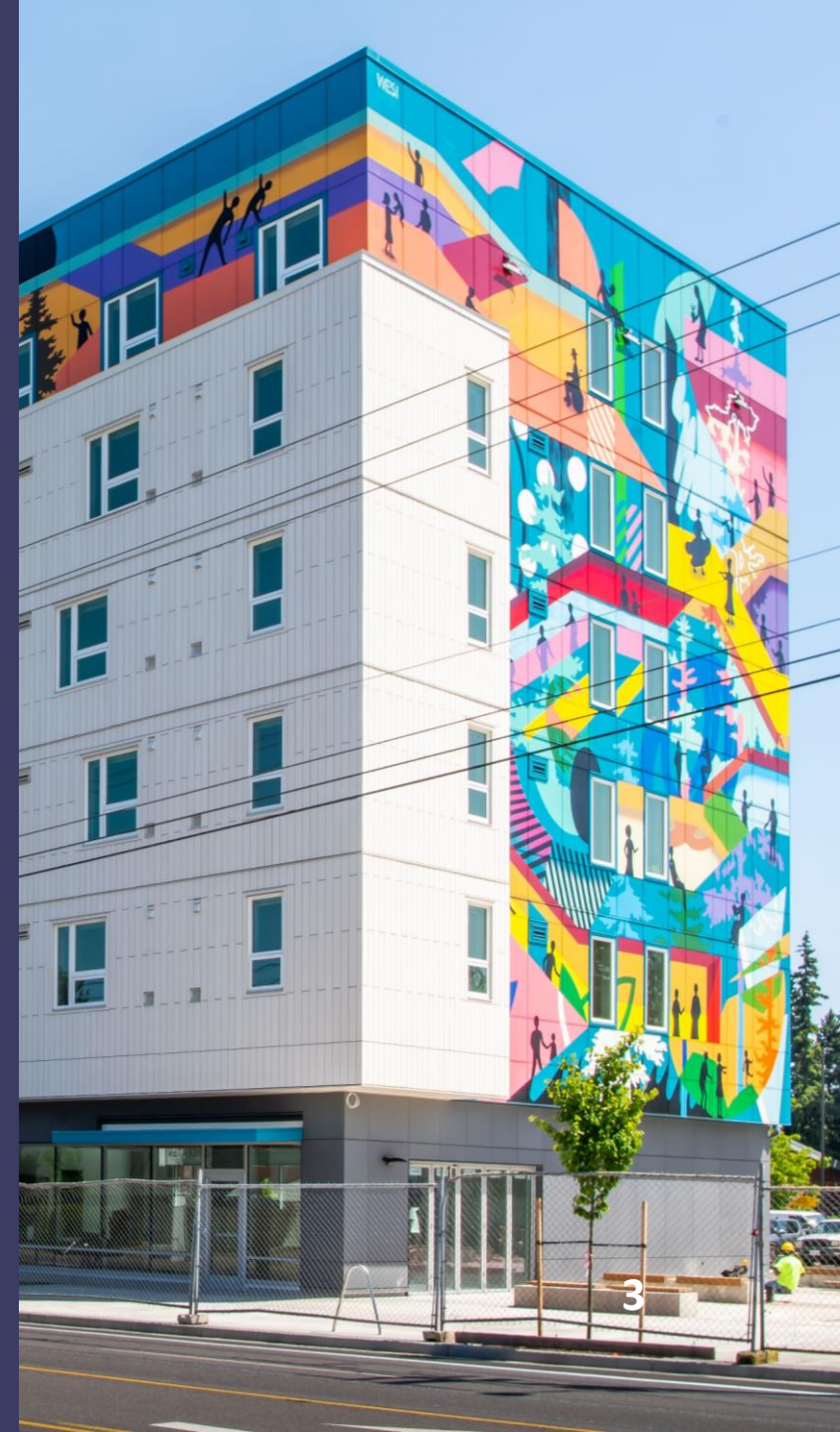
Agenda

- Introduction
- Land Use Possibilities
- Draft Focus Areas
- Mapping Materials and Instructions
- Mapping Activity
- Feedback & Observations
- Next Steps



Comprehensive Plan Overview

- Cities in Washington State are required to plan for **housing, land use, transportation, parks, and infrastructure** for expected population growth.
- Vancouver's last major plan was in 2011 and much has changed since then. The last complete code update was done in 2004.
- The Comprehensive Plan will guide Vancouver's planning, growth, development, and resources for the next 20 years.



A New Possibility.

- Each of the three (3) *possibilities* contained in **OUR VANCOUVER** will propose a new growth strategy for the City, envisioned for the year 2045. The image below is the current strategy – Centers and Corridors- which directed almost all growth to mixed use centers and corridors.
- Today's workshop will focus on the community mapping activity that will be run with many community groups and stakeholders throughout the month of April.
- It asks people to select the type and scale of future development in draft *focus areas*.
- Will return to Council / PC in June with *three (3) Possibilities* based on workshop and engagement results.

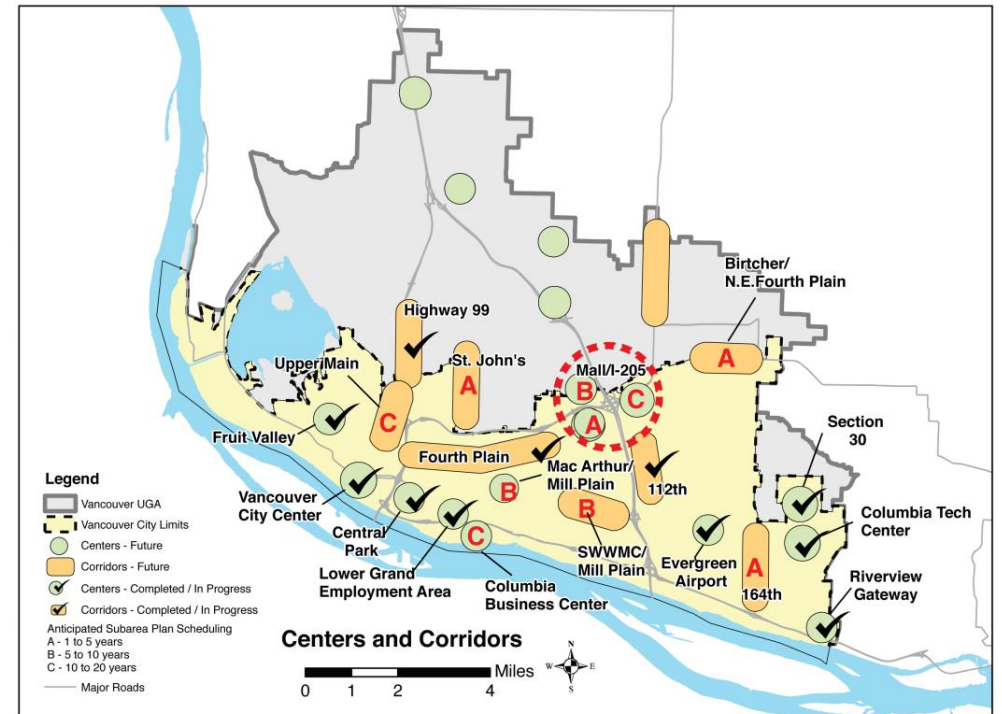


Figure 1-2. Comprehensive land use map showing designated types and intensities of land use allowed throughout the City of Vancouver. Source: City of Vancouver GIS.

Key Assumptions for each Land Use Possibility

Population

- City population forecast of **281,544**, based on maintaining last decade share (42%) of most likely county growth projection.
 - ➔ Household size of **2.3** persons

Housing

- **38,128** new housing units by 2045
 - ➔ **Approximately 15,000 – 19,000** units below 80% of Area Median Income
 - ➔ **Up to 2,500** permanently supportive housing units
 - ➔ **4 units per lot** on all lots where residential uses are permitted (6 within ¼ mile of transit or if two units are affordable)

Land Use

- All residences in the City should be accessible to a minimum number of amenities/services within a 15-minute walk or rolling distance by 2045. List of amenities/services being developed.

Employment

- Current estimate is **44,609** new jobs by 2045
- Higher end based on current jobs / housing ratio of 1.17 to 1
- Still being refined based on March 4 Council feedback

Key Assumptions for each Land Use Possibility

Climate and Environment

- **Net zero** Greenhouse Gas Emissions (GHG) community wide by 2040
- **Climate Exposure and Health Sensitivity** Indices will be used to inform location and intensity of development in focus areas and policies to mitigate/reduce future exposure.
- **Critical Areas** constrain development- represent are areas to **preserve / protect**.

Parks

- Goal for all community members to have access to a park within a **10-minute walking/biking/rolling distance** by 2045 (per Parks Comprehensive Plan).

Infrastructure

- Existing **utility locations and capacity** as well as planned new capital investments inform intensity and location of development.

Transportation

- TSP modal networks and **potential for active walking/biking/rolling trips** inform intensity and location of development.

Equitable Development

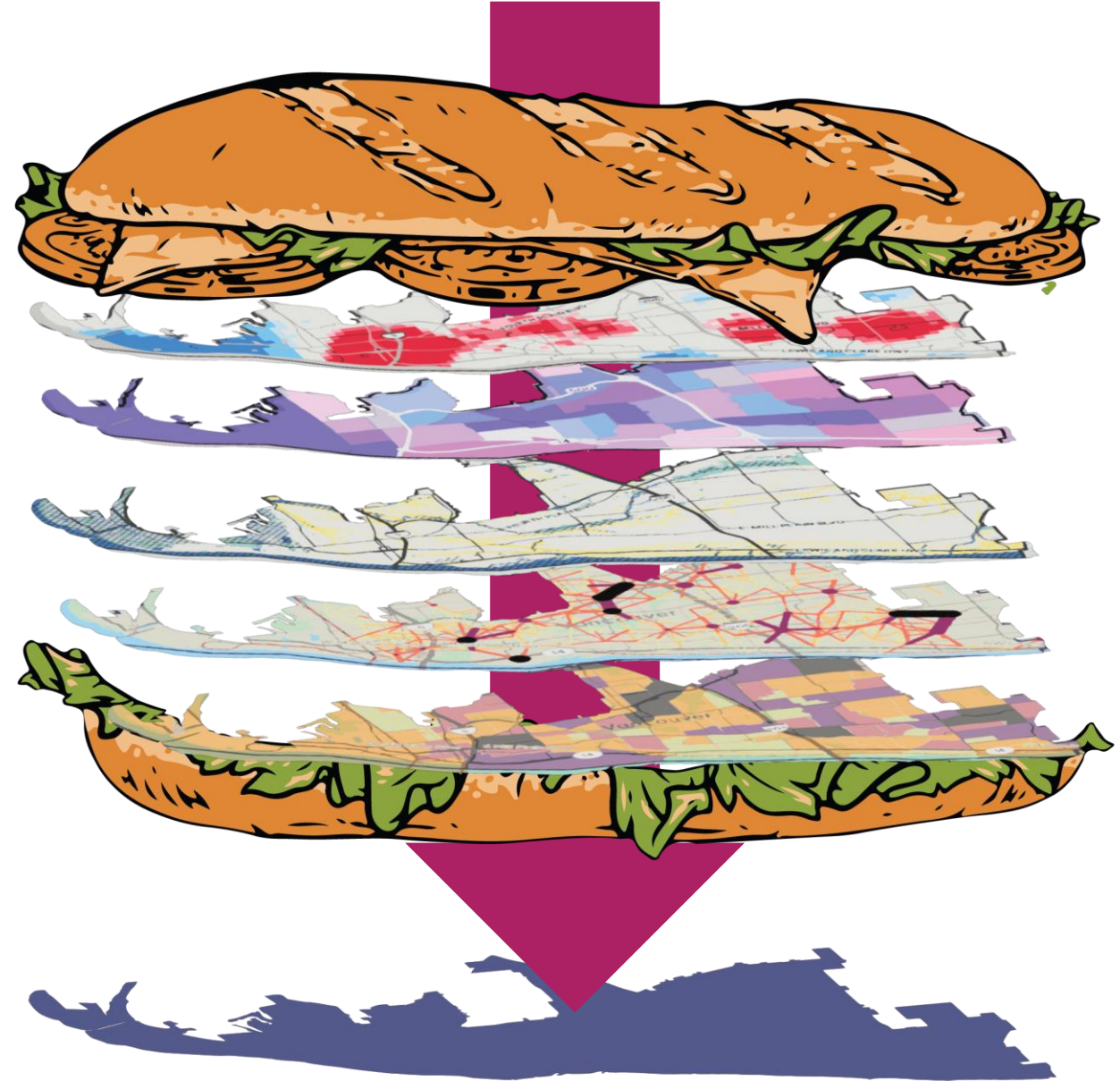
- Equity and Displacement Risk indices inform location and intensity of development and **anti-displacement policies**.

The Process

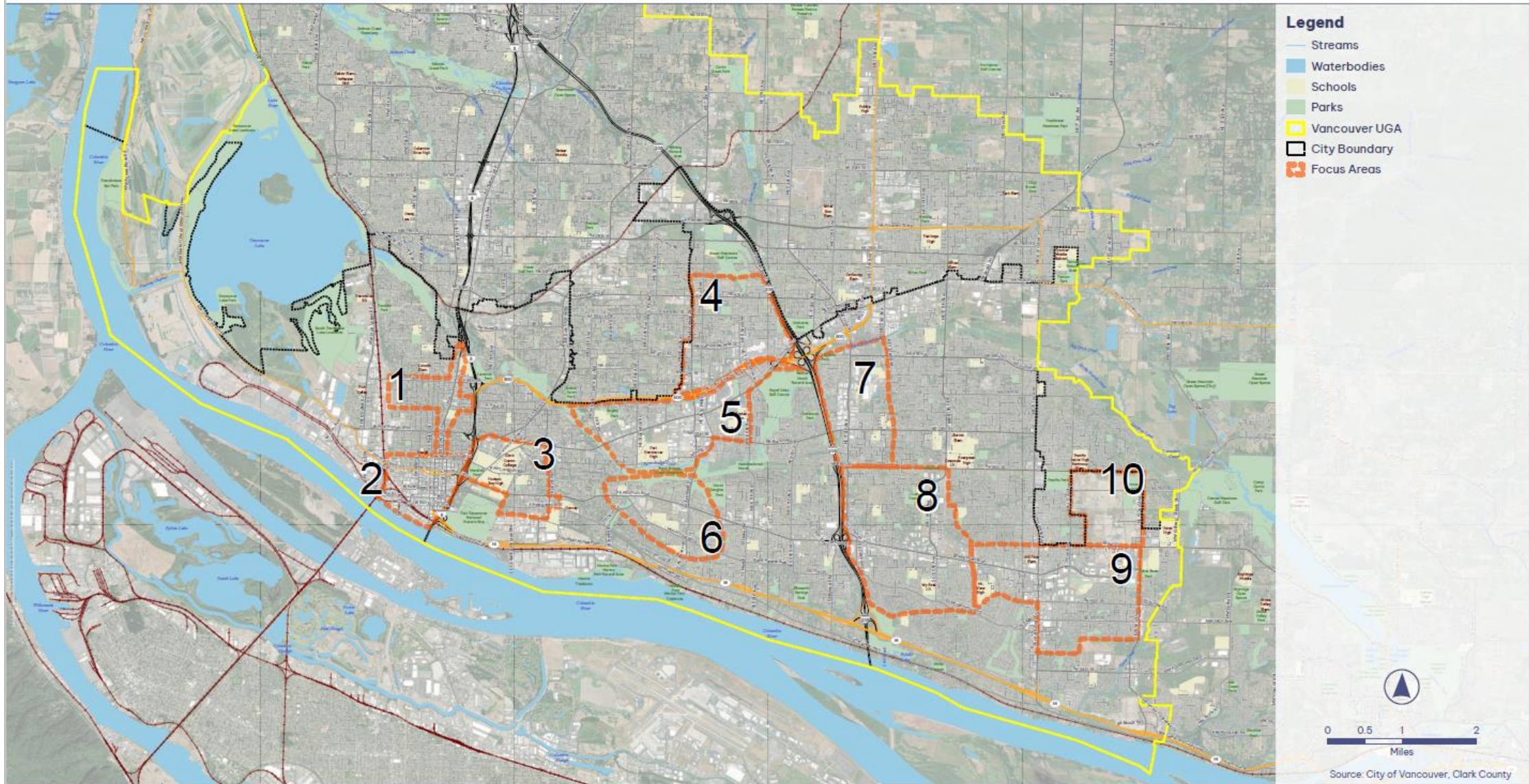


Focus Areas

- All areas of the city will see some change over the next 20 years.
- Draft Focus Areas are anticipated to see the most change.
- Draft Focus Areas have been selected based on several data inputs.
- The “*data sandwich*” helped us determine areas most suitable for growth.



Draft Focus Areas



West Vancouver

Focus Area 1

Population: 3,399

Existing Housing Units: 1607

Vacant Land: **36 acres**

Focus Area 2

Population: 4,171

Existing Housing Units: 2657

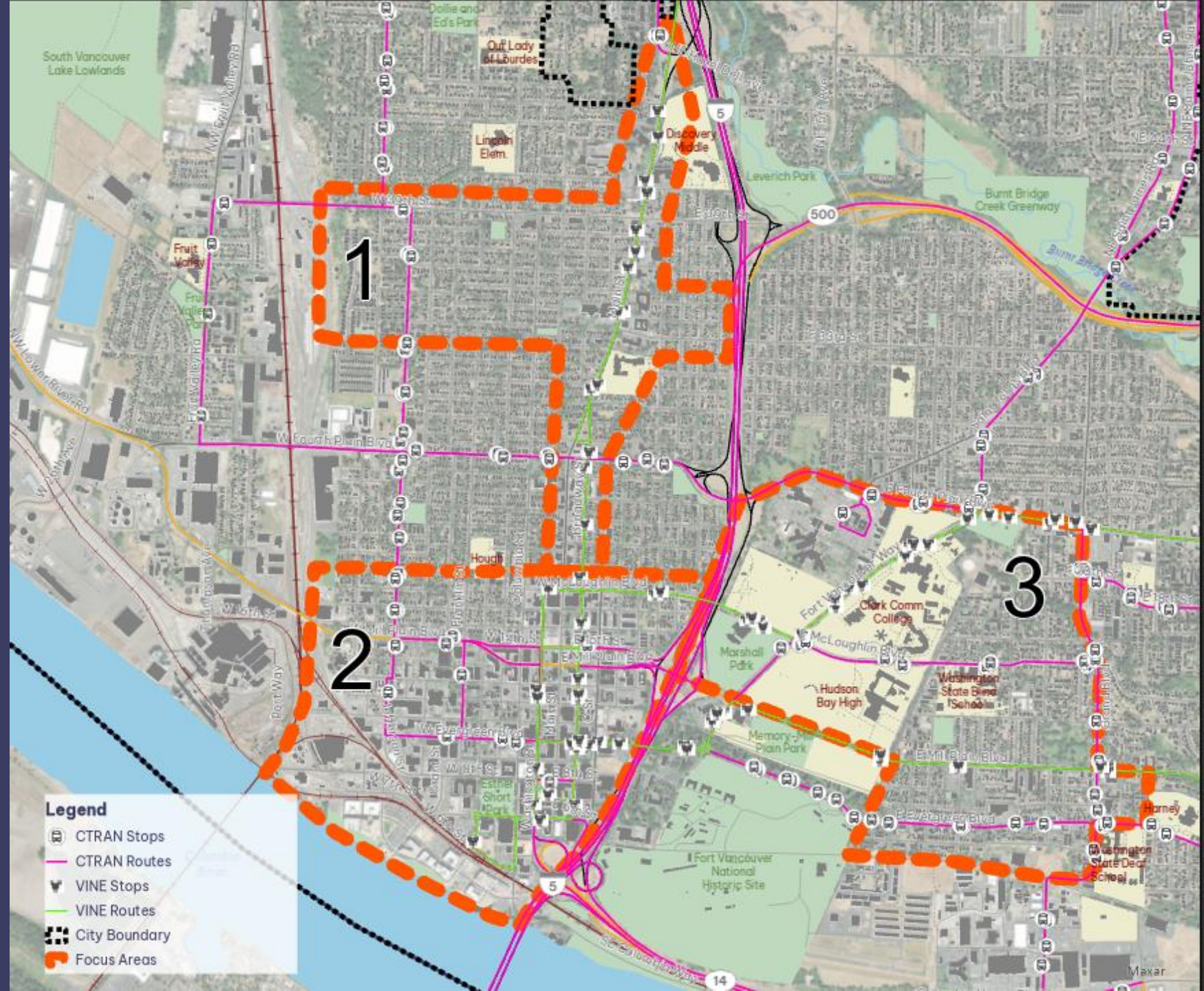
Vacant Land: **118 acres**

Focus Area 3

Population: 3,622

Existing Housing Units: 1958

Vacant Land: **26 acres**



Central Vancouver

Focus Area 4

Population: 11,850

Existing Housing Units: 5,781

Vacant Land: **97 acres**

Focus Area 5

Population: 11,544

Existing Housing Units: 4,562

Vacant Land: **123 acres**

Focus Area 6

Population: 3,723

Existing Housing Units: 1,470

Vacant Land: **27 acres**



East Vancouver

Focus Area 7

Population: 10,865

Existing Housing Units: 4,553

Vacant Land: **76 acres**

Focus Area 8

Population: 14,439

Existing Housing Units: 6,424

Vacant Land: **162 acres**

Focus Area 9

Population: 14,498

Existing Housing Units: 6,374

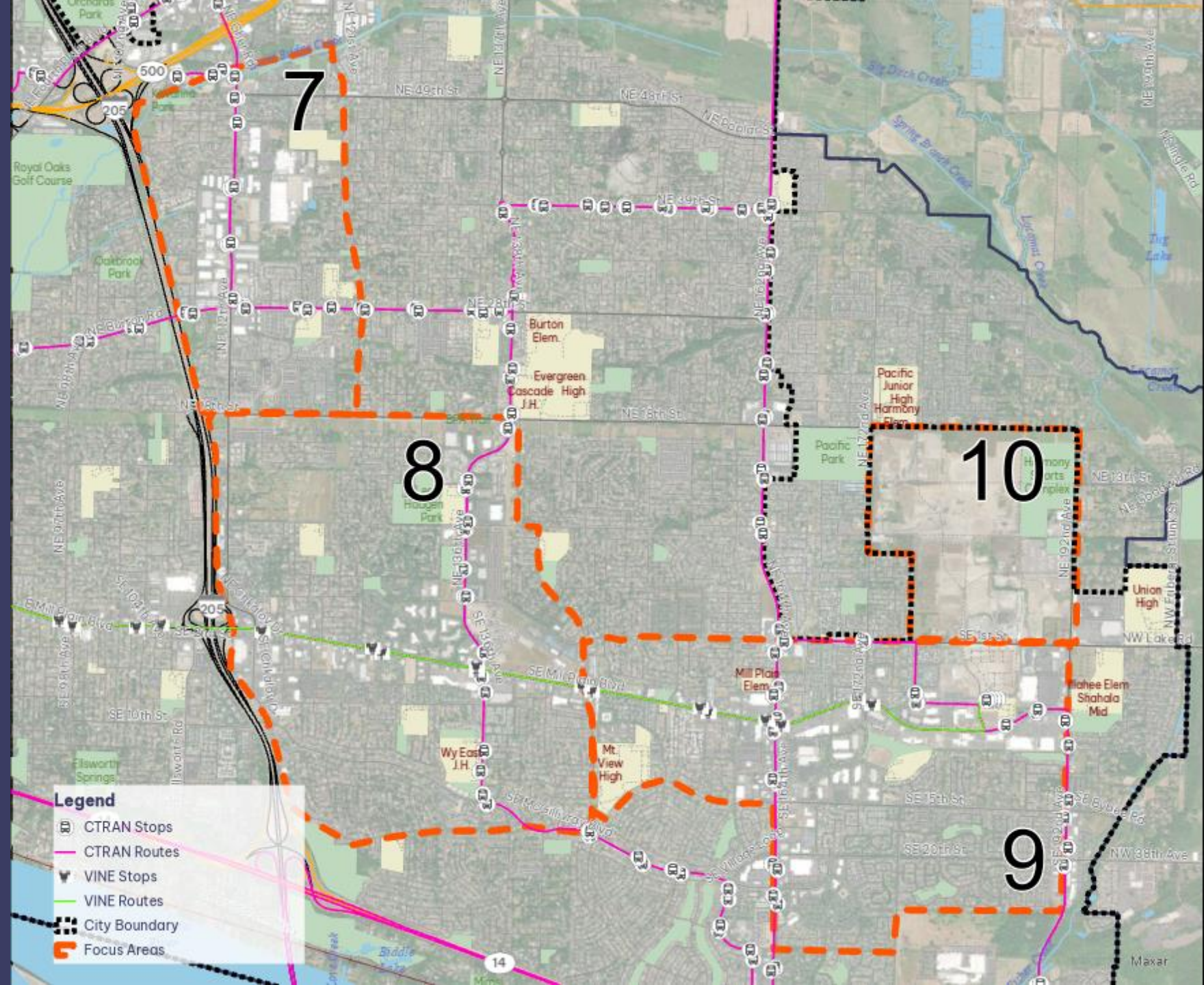
Vacant Land: **149 acres**

Focus Area 10

Population: 15

Existing Housing Units: 5

Vacant Land: **495 acres**



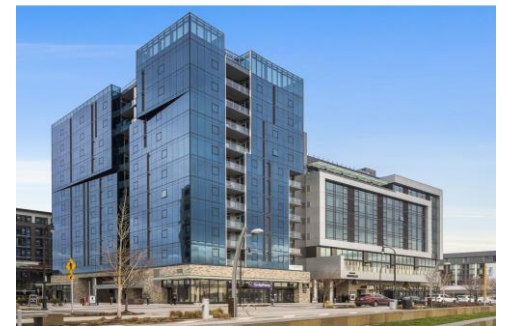
Mapping Activity

- The project team is gathering input from many stakeholders to determine how the city should grow.
- The mapping activity gives participants an opportunity to inform the type and scale of future development in the focus areas.



Place Types

- Emphasis on **form** and **scale** – what do we want these places to **look** and **feel** like?
- Each place type includes an allowance for housing – and a different total unit count based on scale.
- Each place type also includes some commercial uses and employment.
- 6 types used in the activity:
 - Low-Scale Neighborhoods
 - Medium-Scale Neighborhoods
 - Mixed-Use Neighborhoods
 - Regional Activity Center
 - Institutional/Campus
 - Industrial/Employment



19 units

LOW-SCALE NEIGHBORHOODS

- Housing types include single-family homes, duplexes, townhouses, quadplexes and sixplexes.
- Typically accommodates up to six units per lot.
- Also includes small-scale, low-intensity commercial activities like coffee shops and restaurants mostly serving the surrounding neighborhood.



36 units

MEDIUM-SCALE NEIGHBORHOODS

- Housing types include cottage clusters, courtyard buildings, small single-stair multi-family, and small multi-unit buildings.
- Includes other missing middle options like duplexes, townhomes, quadplexes and six plexes
- Typically accommodates up to twelve units per lot.
- Also includes commercial activities like coffee shops, restaurants, and other boutique retail goods.



215 units

MIXED-USE NEIGHBORHOODS

- Accommodates a broad range of housing and commercial use types.
- Housing types include townhouses, cottage clusters, 3-4 story wood frame multi-unit buildings, and podiums.
- May include multiple neighborhoods connected to an activity center by a network of pathways or walkable streets.
- Commercial or retail uses may include professional offices, coffee shops, restaurants, small grocery stores, markets, and other retail goods.



REGIONAL ACTIVITY CENTER

179 units

- Lands that offer increased opportunities for economic, entertainment, civic and housing needs.
- Housing types typically include multi-unit buildings, podiums, and towers.
- Land uses connected to each other and surrounding residential neighborhoods via corridors or within walking distance of public transit.
- Size and makeup vary based on location and context.



INSTITUTIONAL/ CAMPUS

90 units

- Lands that support academic, civil, or medical buildings.
- Includes buildings for athletic facilities, event spaces, equipment, or other accessory uses needed to support an educational, medical or large institution.
- Housing types include small to medium multi-unit buildings, podiums, and towers.



INDUSTRIAL/ EMPLOYMENT

126 units

- Large-scale, single-tenant industrial, warehouse, and flex space buildings and smaller, multi-tenant industrial buildings.
- Buildings are clustered and may support and serve one another.
- Housing types include sixplexes, courtyard apartments, multi-unit buildings, podiums, and towers.
- Parks and open spaces used to separate industrial areas from housing at a scale that allows residents to walk to their place of employment.



Materials

Each table includes:

- A laminated map with identified focus areas and an overlay grid
- Place type description sheets
- Dry erase markers in colors that match the place types
- Stickers for parks/historic and community resources
- Math sheets to count assigned units

[illegible]

Low Scale

High Scale

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OUR FUTURE 2043

MIXED-USE NEIGHBORHOOD

215 UNITS

- **Medium scale, mixed-use** housing with a **broad range of housing and commercial** use types.
- Housing types include townhouses, cottage clusters, 3-4 story wood frame multi-unit buildings, and podiums.

- May include multiple **neighborhoods connected to an activity center by a network of pathways or walkable streets**.
- Commercial or retail uses may include professional offices, coffee shops, restaurants, small grocery stores, markets, and other retail goods.

HOUSING OPTIONS INCLUDED IN A MIXED-USE NEIGHBORHOOD



Townhouse

1-3 Stories



Cottage Cluster

1-2 Stories



Wood Frame

3-4 Stories

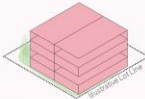


Podium

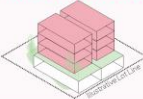
4-6 Stories

UNITS / HEIGHT

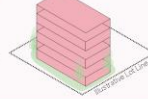
TYPICAL MASS AND SCALE



Baseline Lot Line



Baseline Lot Line



Baseline Lot Line

COMMERCIAL TYPES IN A MIXED-USE NEIGHBORHOOD



Office



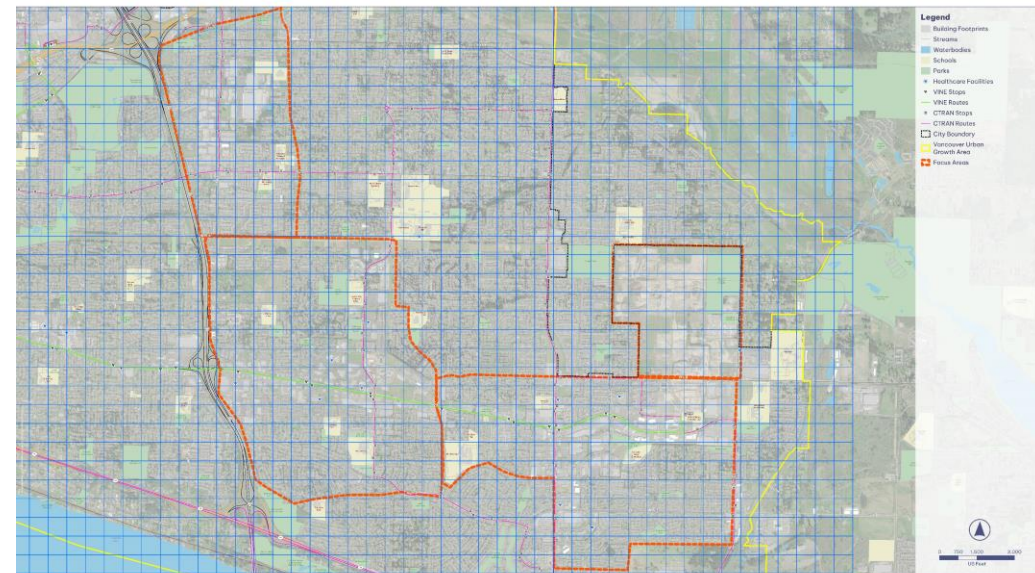
Market



Boutique Retail

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Focus Area: East
Land Use Mapping Activity



Instructions

1) Review the Place Type Descriptions.

- ➡ Take note of the difference in housing unit count assigned to each.
- ➡ Place the dry erase marker for each Place Type on the description sheets.

2) Examine the Focus Areas.

- ➡ What you know about the area. Are there existing facilities, places you like, and places you think can be improved.
- ➡ Discuss what you know about the Focus Areas.

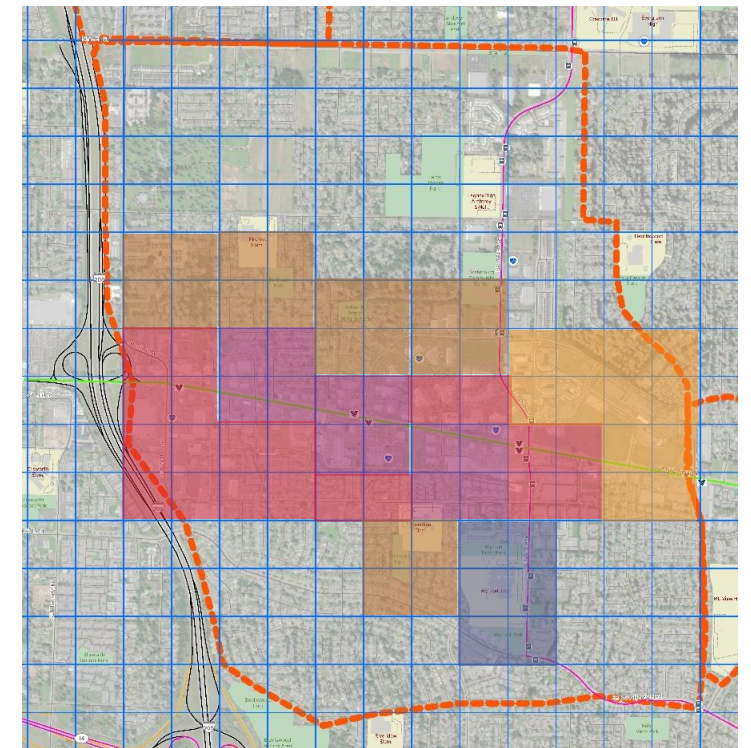
MEDIUM-SCALE NEIGHBORHOOD

36 UNITS

- Comprised of **medium scale housing** choices.
- Includes some **missing middle** home choices.
- Housing types include cottage clusters, courtyard buildings, small single-stair multi-family, and small multi-unit buildings.
- Typically accommodates **up to twelve units per parcel**.
- Also includes **commercial activities** like coffee shops, restaurants, and other boutique retail goods.

HOUSING OPTIONS INCLUDED IN A MEDIUM-SCALE NEIGHBORHOOD

			
Cottage Cluster	Courtyard	Single-Stair	Multifamily
1-2 Stories	2-3 Stories	3-6 Stories	3-4 Stories



Instructions, continued

3) Make sure you are using the correct dry erase marker begin to color in squares based on your discussions and the Place Type Descriptions.

- ➡ Not every square has to be assigned a color.
- ➡ What Place Types make sense next to each other?

4) After you have colored in the squares consider what areas should have additional facilities like parks or community resources. Place a sticker in areas where these resources should go.

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PARKS/HISTORIC - 0 UNITS



Conservation Areas:
Includes priority habitats and environmentally sensitive areas protected from future development.



Parks and Public Spaces:
Includes open spaces protected from future development that may include recreational amenities.



Historic/Cultural Resources: Subject to designation programs and design guidelines.

COMMUNITY RESOURCES - 0 UNITS

- Lands that contain **community centers** or other important community amenities or gathering places.



Community Center



Public Library



School

Instructions, continued

- The table notetaker will fill out the math sheet with the unit counts based on the group's preferences for Place Types.
- Not every square needs to be assigned a Place Type but you can consider options for each square within the Focus Areas.
- Questions about instructions?
- Groups will be asked to share out their observations and strategies at the end of the workshop

Have questions?
Your table facilitator
is here to help!



Break Out Groups

Observations & Feedback

Next Steps

- April Community Engagement
 - ➔ Run workshop with community working groups – housing, CBOs, climate, etc. – and Community Partners
 - ➔ Public workshop #1: Saturday, April 20, Hudson's Bay High School, Doors 1:30pm, Activity starts at 2pm
 - ➔ Youth focused workshop: Tuesday, April 23, Location and time TBD
 - ➔ Public workshop #2: Thursday, April 25, Firstenburg Community Center, Doors 5:30pm, Activity starts at 6pm
 - ➔ Working with VNA to co-host a neighborhood association leader/membership specific workshop
- May:
 - ➔ Review and compile findings, integrate into three land use possibilities
 - ➔ May 6 Council and May 14 PC workshops: Review engagement findings, review element-specific vision statements, characteristics of 15-minute neighborhoods
- June:
 - ➔ June 10 Council and June 11 Planning Commission workshops – review three land use possibilities
 - ➔ Publish and engage community in reviewing possibilities

Thank you

www.beheardvancouver.org/plan2045

ourvancouver2045@cityofvancouver.us

Staff Report: 065-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/1/2024

SUBJECT 2024 East Curb Ramps Project

Key Points

1. Under the City's 2024 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
2. Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
3. Project includes construction curb ramps at 74 locations. Approximate curb ramp locations are shown on the attached vicinity map.
4. City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Present Situation

The City is issuing three separate curb ramp contracts this year as part of its 2024 pavement management program. These contracts include the "2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd", the "2024 East Curb Ramps", and the "2024 West Curb Ramps". The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2024 East Curb Ramps. A construction contract for the 2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd has already been awarded and a recommendation to award the 2024 West Curb Ramps accompanies this one today.

On March 12, 2024, the City received four bids for the subject project. The bids ranged between \$1,764,000.00 to \$2,360,509.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists, Kelso, WA	\$1,764,000.00
Lee Contractors, Battle Ground, WA	\$1,922,000.00
Grade Werks Excavating, LLC., Battle Ground, WA	\$1,998,775.00
Clark & Sons Excavating, Inc., Battle Ground, WA	\$2,360,509.00
Engineers' Estimate	\$1,600,000.00

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Advanced Excavating Specialists, Kelso, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 520 hours of apprentice time of the estimating a total of 8151 applicable labor hours for the project.

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$1,764,000.00). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On April 1, 2024, award a construction contract for the 2024 East Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to sign a contract with Advanced Excavating Specialists, Kelso, Washington at their bid price of \$1,764,000.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract

Page 4 of 14



**CONSTRUCTION CONTRACT # C-101603
ITB 24-19: 2024 EAST CURB RAMPS**

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Advanced Excavating, Specialists, LLC, 1200 Hazel Street, Kelso, WA 98626, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-19 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of curb ramps, curbs, sidewalks, excavation, minor paving, and signal systems, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The contract work shall be Physically Complete within 90 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$1,764,000 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. DISPUTE RESOLUTION: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. GOVERNING LAW/VENUE: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

12. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a

change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 15. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. TERMINATION FOR CONVENIENCE: The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

26. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. ENTIRETY OF CONTRACT: This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

- 28. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Contractor's Bid including all Addenda to the Solicitation,
 4. Special Provisions,
 5. Contract Plan Set,
 6. City of Vancouver Standard Plans,
 7. WSDOT Standard Specifications,
 8. WSDOT Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Mike LaFave
Advanced Excavating Specialists
1200 Hazel Street
Kelso, WA 98626
mike@advexc.us

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Advanced Excavating Specialists, LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 066-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/1/2024

SUBJECT 2024 West Curb Ramps Project

Key Points

1. Under the City's 2024 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
2. Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
3. Project includes construction curb ramps at 31 locations. Approximate curb ramp locations are shown on the attached vicinity map.
4. City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Present Situation

The City is issuing three separate curb ramp contracts this year as part of its 2024 pavement management program. These contracts include the "2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd", the "2024 East Curb Ramps", and the "2024 West Curb Ramps". The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2024 West Curb Ramps. A construction contract for the 2024 Fourth Plain Blvd Curb Ramps – Ft. Vancouver Wy to Andresen Rd has already been awarded.

On February 27, 2024, the City received seven bids for the subject project. The bids ranged between \$393,650.00 to \$690,900.00. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Halme Excavating, Inc., Battle Ground, WA	\$393,650.00
Raz Construction Co., Ridgefield, WA	\$481,841.44
Advanced Excavating Specialists, Kelso, WA	\$499,100.00
Clark & Sons Excavating, Inc., Battle Ground, WA	\$528,030.00
Tikka Masonry, Inc., Battle Ground, WA	\$538,556.50
Western United Civil Group, Yacolt, WA	\$614,166.00
MJ Hughes Construction, Vancouver, WA	\$690,900.00
Engineers' Estimate	\$550,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Halme Excavating, Inc., Battle Ground, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 80 hours of apprentice time of the estimating a total of 2,028 applicable labor hours for the project.

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund (\$393,650.00). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On April 1, 2024, award a construction contract for the 2024 West Curb Ramps Project to the

lowest responsive and responsible bidder, and authorize the City Manager or designee to sign a contract with Halme Excavating, Inc., Battle Ground, Washington at their bid price of \$393,650.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Draft Contract
- ▣ Vicinity Map



CONSTRUCTION CONTRACT # C-101595
ITB 24-18: 2024 West Curb Ramps

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Halme Excavating, Inc., 22514 NE 72nd Ave, Battle Ground, WA 98604 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-18 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for curb ramps, curbs, sidewalks, excavation, minor paving, and signal systems, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The contract work shall be Physically Complete within 45 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within

sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation

and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$393,650.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

1. **CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
Annual Aggregate	\$2,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

2. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
3. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30

days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

4. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
5. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
6. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

7. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 8. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 9. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 10. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of

such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 11. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 12. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 13. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 14. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 15. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 16. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 17. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

18. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

19. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

20. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

21. ENTIRETY OF CONTRACT: This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

22. USE OF CITY'S NAME: Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

23. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed,

religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

25. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

26. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

27. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,
6. City of Vancouver Standard Plans,
7. WSDOT Standard Specifications,
8. WSDOT Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

28. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street

For the Contractor:
Andrew Halme
Halme Excavating, Inc.
22514 NE 72nd Ave.

P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

Battle Ground, WA 98604
office@halmepnw.com

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Halme Excavating, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

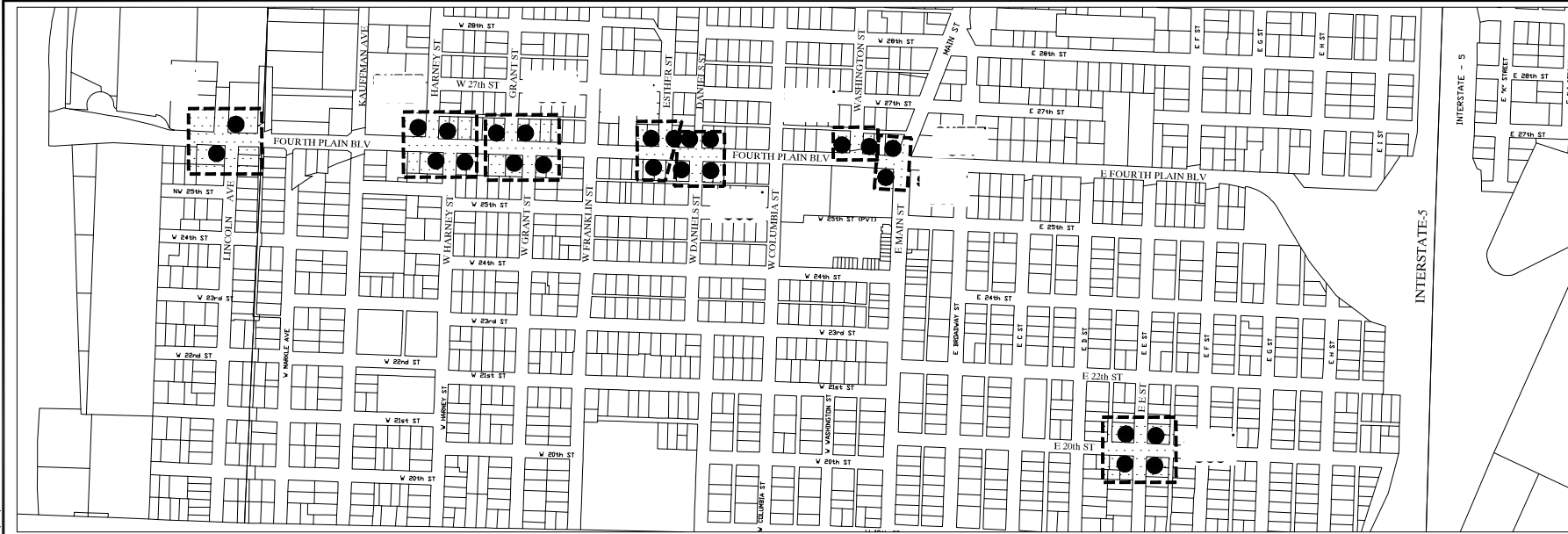
Date

Natasha Ramras, City Clerk

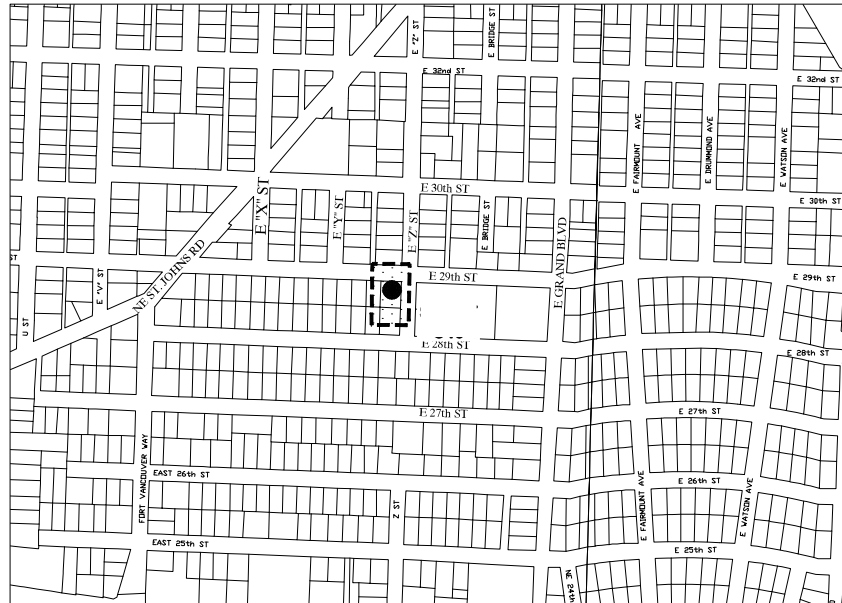
Approved as to form:

Jonathan Young, City Attorney

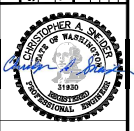
Vicinity Map



KEY: ● RAMP LOCATION



FILE NAME: ESRM000001	DATE: January 2023
DESIGNED BY: JRB	CHECKED BY: JRB
DRAWN BY: JRB	APPROVED BY: JRB
HORIZONTAL: AS SHOWN	VERTICAL: AS SHOWN
DATE: 01/30/2024	REVISIONS



01/30/2024

2024 WEST CURB RAMPS



JOB NUMBER
PRJ072824
ACTIVITY
ACT00586
G03

SHEET 3 OF 18

Staff Report: 067-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/1/2024
4/15/2024

SUBJECT Professional Services Agreement for On-Call Facilitation Services

Key Points

- Kearns & West is one of the three on-call facilitation providers for the City of Vancouver.
- Kearns & West is currently leading facilitation of the charter review process, which is scheduled to wrap up by July 31, 2024.
- The City's current contract with Kearns & West for on-call facilitation expires April 30, 2024.
- The contract amendment extends the contract to July 31, 2024, to align with the completion of the charter review process.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

The City currently utilizes Kearns & West for on-call facilitation services, including the charter review process that is underway.

The current professional services agreement with Kearns & West was entered into on May 1, 2019, and was for a period of five years. The agreement was to provide facilitation services for a variety of different processes and meetings and other related services on an as needed basis and was in response to RFP No. 2-19.

Kearns & West engaged with the City to facilitate the charter review process in October 2023. The process is currently underway with a Council workshop scheduled for May 20, 2024 to present the Charter Review Committee's recommendations to Council. Depending on Council action on the Committee's recommendations, Kearns & West will be asked to assist staff in preparing ballot materials.

To allow Kearns & West to continue work on the charter review process, staff are requesting an amendment to extend the Kearns & West professional services agreement, currently expiring

April 30, 2024, to instead expire July 31, 2024.

City staff have commenced a new procurement process for on-call facilitation services.

Advantage(s)

Allows for continuity in the facilitation of the charter review process as the Charter Review Committee finalizes recommendations for Council.

Disadvantage(s)

N/A

Budget Impact

There is no anticipated budget increase as a result of extension since agreed scope of work is unchanged.

Prior Council Review

- Professional Services Agreement No. 100042 – Approved by Council on May 1, 2019
- Professional Services Agreement No. 100042, Amendment No. 1 – Approved by Council on August 26, 2021

Action Requested

On April 1, 2024, approve the ordinance on first reading, setting the date of second reading and public hearing for April 15, 2024.

Aaron Lande, Program and Policy Development Manager, 360-487-8612

ATTACHMENTS:

- ▢ Ordinance
- ▢ Signed_Kearns & West contract
- ▢ Amendment No. 1
- ▢ Amendment No. 2

4/1/2024
4/15/2024

ORDINANCE M - _____

AN ORDINANCE authorizing the execution of a contract amendment with Kearns & West (“Contractor”), to continue providing facilitation services for a variety of different processes and meetings and other related services on an as needed basis (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

WHEREAS, Contractor has provided on-call facilitation services to the City under the current agreement beginning May 1, 2019, with the original five year term expiring April 30, 2024; and

WHEREAS, to ensure continuity of on-call facilitation services in support of the charter review process, the City wishes to extend the use of Contractor’s Services until July 31, 2024; and

WHEREAS, the City anticipates undertaking a procurement process to contract on-call facilitation services in the next six months. Extending this agreement through that timeframe will ensure the City continues to receive this service through the completion of the charter review process; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to authorize the execution of contracts with a duration of more than five years by ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Contractor for the continuation of Contractor’s Services to the City.

Section 2. Duration. The duration of such contract amendment is hereby authorized to extend beyond its original five-year duration, until no later than July 31, 2024, .

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this

Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This Ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this_____day of_____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE authorizing the execution of a contract amendment with Kearns & West (“Contractor”), to continue providing facilitation services for a variety of different processes and meetings and other related services on an as needed basis (“Services”) to the City of Vancouver, Washington (“City”); authorizing a contract amendment extending the contract beyond its original five-year duration; providing for severability; and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records)

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 1000 42
2019 ON-CALL FACILITATION SERVICES

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Kearns & West hereinafter referred to as "Contractor", whose address is 720 SW Washington Street, Suite 305, Portland, OR 97205.

WHEREAS, the City desires to engage the Contractor to provide facilitation services for a variety of different processes and meetings and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 2-19, Contractor's proposal to said RFP; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide facilitation services on an as-needed basis for a variety of different processes and meetings per RFP No. 2-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

The Scope of Work, schedule, deliverables and compensation of individual projects will be in writing and mutually agreed upon.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours

necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services on an on call as needed basis at the rates attached. Payment for these services shall not exceed \$200,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 2-19 and RFP No. 2-19.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of May 1, 2019. It is agreed services hereunder shall be completed by April 30, 2024.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation

provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared

between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. **City Listed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. **Worker's Compensation.** Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than one million dollars (\$1,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

g. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form..

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Sylvia Ciborowski
Kearns & West
720 SW Washington Street, Suite 305
Portland OR 97205

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the

event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

22. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this 15 day of May, 2019

CITY OF VANCOUVER,

A municipal corporation



Eric Holmes, City Manager

CONTRACTOR:

Kearns & West



Signature:

Attest:



Natasha Ramras, City Clerk

Sylvia Ciborowski, Director

By: Printed Name / Title

Approved as to form:



E. Bronson Potter, City Attorney

SERVICE AGREEMENT #C-100042
AMENDMENT No. 1
2019 ON-CALL FACILITATION SERVICES

This Agreement amends the Professional Services Agreement number C-100042 by and between the City of Vancouver, hereinafter referred to as "City", and Kearns & West Inc hereinafter referred to as "Contractor", whose address is 720 SW Washington St, Suite 305, Portland OR 97205 for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$300,000 to a revised authorized amount of \$500,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



16BEE66DCDEC410...

Eric Holmes, City Manager

8/26/2021

Date

Attest:

DocuSigned by:



BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7DC2E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

Kearns & West Inc

DocuSigned by:



C769C936432E48C...

Signature

Kent Schwartz CFO

Printed Name /Title

8/18/2021

Date

SERVICE AGREEMENT #C-100042
AMENDMENT No. 2
2019 ON-CALL FACILITATION SERVICES

This Agreement amends the Professional Services Agreement number C-100042 by and between the City of Vancouver, hereinafter referred to as "City", and Kearns & West Inc hereinafter referred to as "Contractor", whose address is 720 SW Washington St, Suite 305, Portland OR 97205 for services offered.

This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 5, Time of Performance with language herein.
 - Term date of agreement changed to July 31, 2024.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Kearns & West Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Item #4.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/1/2024

SUBJECT Nomination for Appointment to the Fort Vancouver Regional Library District Board

Present Situation

The Fort Vancouver Regional Library Board is the governing body for the library district and oversees the library system, the service area includes Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

Council Committee 1 recently interviewed applicants for one full-term position and recommends Mary Williams be nominated for the full-term seat expiring December 31, 2031. This recommendation will be moved forward to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat and Skamania boards of commissioners.

If there are no objections, we would like to request approval of this nomination at the **Monday, April 1**, council meeting.

Action Requested

Nominate Mary Williams for appointment to the Fort Vancouver Regional Library District Board for a full-term position effective January 1, 2024, and expiring December 31, 2031.

Council Committee 1

ATTACHMENTS:



Item #5.

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/1/2024

SUBJECT Appointment Parking Advisory Committee

Present Situation

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities and makes recommendations on facilities and parking regulations.

Council Committee 2 recently interviewed candidates for one vacancy on the Parking Advisory Committee and recommends the appointment of Travis Schemp. Council policy 100-06 4.2 states "If a candidate is selected to fill the remainder of an unexpired term of six (6) months or less, their appointment shall be for the unexpired term plus the next full term." Per this policy, term dates for this appointment are effective January 1, 2024, and expiring July 31, 2028.

If there are no objections, we would like to make these appointments at the **Monday, April 1** Council meeting.

Action Requested

Appoint to the Parking Advisory Committee Travis Schemp to the remainder of the mid-term and a full-term position (per council policy 100-06 4.2) effective January 1, 2024, and expiring July 31, 2028.

Council Committee 2

ATTACHMENTS:

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 2,249,111.24 this 1st day of April 2024.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 18, 2024 - March 24, 2024	Accounts Payable Checks (see attached)	\$ 2,227,109.10
March 18, 2024 - March 24, 2024	Hansen City Payments (see attached)	\$ 19,416.93
March 18, 2024 - March 24, 2024	Visa Refunds (see attached)	\$ 2,585.21
March 18, 2024 - March 24, 2024	Payroll Checks (see attached)	\$ -
TOTAL		\$ 2,249,111.24

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	17573	3/20/2024	12,237.39	Clark County Emergency Medical Services District #2	00039373
Miscellaneous Payment	Check	17574	3/20/2024	105.65	Fourth Plain Forward	CMI-344158 (job description: Concrete Plinth for wood sculpture installation support)
Miscellaneous Payment	Check	17575	3/20/2024	15.00	Geoffrey Byers	Refund Parking Fee Lot 18 P3
Miscellaneous Payment	Check	17576	3/20/2024	67.10	Janice Snyder	Refund Parking Permit Lot 18 P3 - Customer moved
Miscellaneous Payment	Check	17577	3/20/2024	150.00	Jessica Hov	Establish Change Fund
Miscellaneous Payment	Check	17578	3/20/2024	273.00	Johnson Controls Sec Sol LLC	Refund duplicate payment to INV# 77039416 & 77040690
Miscellaneous Payment	Check	17579	3/20/2024	190.05	Ken Richardson	Refund of duplicate payment
Miscellaneous Payment	Check	17580	3/20/2024	128.87	Krystal Francisco	Refund of parking permit no longer needed
Miscellaneous Payment	Check	17581	3/20/2024	488.25	Mary Rable	Claim Payment - DOI: 02/29/2024
Miscellaneous Payment	Check	17582	3/20/2024	18,685.53	Pacific Plumbing and Drain	Invoice # 37458268 - Gonzalez (518 NE 106th Ave)
Miscellaneous Payment	Check	17583	3/20/2024	223.90	Pipeline Plumbing	MPE-350517 (jobsite: 4906 Dubois Dr.)
Miscellaneous Payment	Check	17584	3/20/2024	50.00	Sanna Snell	
Miscellaneous Payment	Check	17585	3/20/2024	500.00	Seeds of Greatness Ministries	Damage Deposit refund
Miscellaneous Payment	Check	17586	3/20/2024	41.00	Sweet Touch Cafe & Svitoch	Refund duplicate payment to INV# 77058969
Miscellaneous Payment	Check	17587	3/20/2024	830.00	Transversal International Corporation	Refund overcharge of business license fees
Miscellaneous Payment	Check	17588	3/20/2024	57.00	Twisted Escape Rooms	Refund of duplicate payment to INV# 77059903
Miscellaneous Payment	Check	17589	3/20/2024	78,156.80	Vancouver Housing Authority	WTR-346906/ SWR-346907 (jobsite: Laurel Manor)
Ad Hoc Payment	Check	17590	3/20/2024	205.00	ANL Holdings LLC	Utility Refunds: 0132000222-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17591	3/20/2024	94.89	Boneski,Bernadine	Utility Refunds: 0080042800-15
Ad Hoc Payment	Check	17592	3/20/2024	33.95	Cascade West Development Inc	Utility Refunds: 0500005964-01
Ad Hoc Payment	Check	17593	3/20/2024	129.00	Chicago Title Company of Washington	Utility Refunds: 0045028765-14 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17594	3/20/2024	83.98	Donald or Lynn Taylor	Utility Refunds: 0000007518-02
Ad Hoc Payment	Check	17595	3/20/2024	116.57	Fabulous Flippin Treasures	Utility Refunds: 0022085500-09
Ad Hoc Payment	Check	17596	3/20/2024	144.53	Gerald or Patricia Almer	Utility Refunds: 0067049005-00
Ad Hoc Payment	Check	17597	3/20/2024	611.24	Gold Cup Coffee	Utility Refunds: 0060091700-03
Ad Hoc Payment	Check	17598	3/20/2024	2,939.07	Gold Cup Coffee	Utility Refunds: 0060091700-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17599	3/20/2024	181.61	Henry Wu or Lina Zhang	Utility Refunds: 0117056034-05
Ad Hoc Payment	Check	17600	3/20/2024	54.21	Kieffer,Isaac	Utility Refunds: 0106010570-01
Ad Hoc Payment	Check	17601	3/20/2024	83.38	Lance or Kayla Edwards	Utility Refunds: 0070020000-05
Ad Hoc Payment	Check	17602	3/20/2024	225.08	Luke or Bethany Shaffer	Utility Refunds: 0067020591-32
Ad Hoc Payment	Check	17603	3/20/2024	285.00	Mathews,Frances R	Utility Refunds: 0074015086-03
Ad Hoc Payment	Check	17604	3/20/2024	326.00	Michael or John or Chunie Arnold	Utility Refunds: 0101010118-07
Ad Hoc Payment	Check	17605	3/20/2024	89.34	OD Labs Property	Utility Refunds: 0106030240-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17606	3/20/2024	51.65	Pabst Holland and Reynolds PLLC	Utility Refunds: 0012078134-00
Ad Hoc Payment	Check	17607	3/20/2024	35.00	Reid,Michael	Utility Refunds: 0141004826-01
Ad Hoc Payment	Check	17608	3/20/2024	78.65	Rotschy Inc	Utility Refunds: 0000008377-06
Ad Hoc Payment	Check	17609	3/20/2024	88.19	Scott Giotta or Zi Ling or Tamra Abell	Utility Refunds: 0500004030-02
Ad Hoc Payment	Check	17610	3/20/2024	29.23	Scott or Karen Shanaberger	Utility Refunds: 0500005461-02
Ad Hoc Payment	Check	17611	3/20/2024	103.06	The Hurst Revocable Living Trust	Utility Refunds: 0117050084-01
Ad Hoc Payment	Check	17612	3/20/2024	20.02	The Lillian Lindberg Living Trust	Utility Refunds: 0069058800-01
Ad Hoc Payment	Check	17613	3/20/2024	131.83	Thoune Properties	Utility Refunds: 0038014700-04
Ad Hoc Payment	Check	17614	3/20/2024	141.05	Turner, Everett	Utility Refunds: 0141004690-02

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Ad Hoc Payment	Check	17615	3/20/2024	101.32	Walter Scott Huotari	Utility Refunds: 0021021900-05
Ad Hoc Payment	Check	17616	3/20/2024	115.75	Wangen,Joanne	Utility Refunds: 0000005264-03
Ad Hoc Payment	Check	17617	3/20/2024	26.00	Wise Move Property Management	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	17618	3/20/2024	98.90	Yan,Hui	Utility Refunds: 0002000112-01
Supplier Payment	Check	17619	3/20/2024	1,365.07	Accurate Corporate Services Inc	
Supplier Payment	Check	17620	3/20/2024	175.41	Airgas, Inc	
Supplier Payment	Check	17621	3/20/2024	527.50	AKS Engineering & Forestry LLC	
Supplier Payment	Check	17622	3/20/2024	539.33	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	17623	3/20/2024	286.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	17624	3/20/2024	637.84	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	17625	3/20/2024	6,072.23	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	17626	3/20/2024	38.50	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	17627	3/20/2024	80.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	17628	3/20/2024	1,344.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	17629	3/20/2024	11,899.96	Applied Control Equipment LLLP	
Supplier Payment	Check	17630	3/20/2024	24,824.90	Arborscape Ltd Inc	
Supplier Payment	Check	17631	3/20/2024	9,271.25	Berry Dunn McNeil & Parker LLC	
Supplier Payment	Check	17632	3/20/2024	640.16	Cellco Partnership - Remit-To: Cellico - Dallas	
Supplier Payment	Check	17633	3/20/2024	2,500.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	17634	3/20/2024	1,043.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	17635	3/20/2024	1,125.00	Clark County Fire District 5	
Supplier Payment	Check	17636	3/20/2024	2,215.67	Clark County - Remit-To: Clark County - Treasurer Seattle	
Supplier Payment	Check	17637	3/20/2024	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	17638	3/20/2024	400.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	17639	3/20/2024	2,262.00	Clark Public Utility District No. 1	
Supplier Payment	Check	17640	3/20/2024	1,655.68	Clark Public Utility District No. 1	
Supplier Payment	Check	17641	3/20/2024	57,068.83	Clary Longview LLC	
Supplier Payment	Check	17642	3/20/2024	121.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	17643	3/20/2024	95.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	17644	3/20/2024	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	17645	3/20/2024	188.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	17646	3/20/2024	23,332.03	Confluence Engineering Group LLC	
Supplier Payment	Check	17647	3/20/2024	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	17648	3/20/2024	19,504.63	Conсор North America Inc	
Supplier Payment	Check	17649	3/20/2024	598.00	Covanta Sustainable Solutions LLC - Remit-To: Covanta - New York	
Supplier Payment	Check	17650	3/20/2024	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	17651	3/20/2024	87,603.30	Dell Marketing LP	
Supplier Payment	Check	17652	3/20/2024	8,502.37	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	17653	3/20/2024	275.00	ERF Company Inc	
Supplier Payment	Check	17654	3/20/2024	963.05	Examworks Inc	
Supplier Payment	Check	17655	3/20/2024	5,632.30	Farallon, Inc	
Supplier Payment	Check	17656	3/20/2024	1,144.62	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	17657	3/20/2024	326.10	Fidelity National Title Co of Washington	
Supplier Payment	Check	17658	3/20/2024	6,035.00	Financial Consulting Solutions Group Inc	

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Supplier Payment	Check	17659	3/20/2024	13,146.06	Fourth Plain Forward
Supplier Payment	Check	17660	3/20/2024	8,895.03	Gray & Osborne Inc
Supplier Payment	Check	17661	3/20/2024	2,357.00	Grossenbacher Brothers, Inc.
Supplier Payment	Check	17662	3/20/2024	500.50	H&H Wood Recyclers
Supplier Payment	Check	17663	3/20/2024	8,205.00	Hawks Ridge Assisted Living
Supplier Payment	Check	17664	3/20/2024	1,639.74	HMI Oregon - Remit-To: Pacific WRO
Supplier Payment	Check	17665	3/20/2024	9,891.70	Hydra-Stop Holdings LLC
Supplier Payment	Check	17666	3/20/2024	450.00	ICC General Code, Inc.
Supplier Payment	Check	17667	3/20/2024	1,995.04	Iron Mountain Inc - Remit-To: Iron Mountain - New York
Supplier Payment	Check	17668	3/20/2024	16,647.41	King County Directors Association Purchasing Department
Supplier Payment	Check	17669	3/20/2024	1,173.98	Kurita America Inc - Remit-To: US Water - Minneapolis
Supplier Payment	Check	17670	3/20/2024	26,528.89	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons
Supplier Payment	Check	17671	3/20/2024	2,514.28	Lakeyland Inc
Supplier Payment	Check	17672	3/20/2024	44,501.63	Life Insurance Company of North America
Supplier Payment	Check	17673	3/20/2024	6,100.00	LK Weiss
Supplier Payment	Check	17674	3/20/2024	1,342.40	LSW Architects PC
Supplier Payment	Check	17675	3/20/2024	17,689.72	Moore Iacofano Goltsman, Inc
Supplier Payment	Check	17676	3/20/2024	1,493.97	Motorola Solutions Inc
Supplier Payment	Check	17677	3/20/2024	4,054.65	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago
Supplier Payment	Check	17678	3/20/2024	13,527.38	Nelson Truck Equipment
Supplier Payment	Check	17679	3/20/2024	21,610.25	North Pacific Construction and Remodeling Inc
Supplier Payment	Check	17680	3/20/2024	17,419.72	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources
Supplier Payment	Check	17681	3/20/2024	250.90	Orion Medical Supply
Supplier Payment	Check	17682	3/20/2024	18,195.00	Pacifica Law Group LLP
Supplier Payment	Check	17683	3/20/2024	1,036.95	Pacific Northwest Pollution Prevention Resources Center
Supplier Payment	Check	17684	3/20/2024	9,571.00	Parkeon
Supplier Payment	Check	17685	3/20/2024	1,361.00	Petty Cash Custodian - Remit-To: Lt. Pat Moore
Supplier Payment	Check	17686	3/20/2024	35.00	Porter W Yett Company
Supplier Payment	Check	17687	3/20/2024	4,737.00	Portland Adventist Medical Center
Supplier Payment	Check	17688	3/20/2024	9,000.00	Portland Valuation Group Inc.
Supplier Payment	Check	17689	3/20/2024	10,382.00	Prestige Care & Rehabilitation - Camas
Supplier Payment	Check	17690	3/20/2024	1,738.00	Rapid Response Bio Clean Inc.
Supplier Payment	Check	17691	3/20/2024	8,682.91	Ready Rebound, Inc.
Supplier Payment	Check	17692	3/20/2024	8,354.50	SafeFire LLC
Supplier Payment	Check	17693	3/20/2024	41,566.59	San Diego Police Equipment Co Inc
Supplier Payment	Check	17694	3/20/2024	3,470.57	SeaWestern Inc
Supplier Payment	Check	17695	3/20/2024	221.00	Shred Northwest Inc.
Supplier Payment	Check	17696	3/20/2024	1,427.38	Shrums Pest Control
Supplier Payment	Check	17697	3/20/2024	948.17	Software House International SHI - Remit-To: SHI - Dallas
Supplier Payment	Check	17698	3/20/2024	276.10	Speed's Towing of Vancouver
Supplier Payment	Check	17699	3/20/2024	301.52	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit
Supplier Payment	Check	17700	3/20/2024	2,035.90	State of Washington Department of Transportation
Supplier Payment	Check	17701	3/20/2024	1,906.00	State of Washington State Patrol
Supplier Payment	Check	17702	3/20/2024	24,742.52	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena
Supplier Payment	Check	17703	3/20/2024	50.00	Tapani Materials Inc
Supplier Payment	Check	17704	3/20/2024	15,195.41	TCF Architecture, PLLC
Supplier Payment	Check	17705	3/20/2024	1,896.00	Terraphase Engineering Inc
Supplier Payment	Check	17706	3/20/2024	12,000.00	The Arts Centered
Supplier Payment	Check	17707	3/20/2024	3,743.00	The Loudenback Corporation
Supplier Payment	Check	17708	3/20/2024	5,846.11	TMG Services Inc
Supplier Payment	Check	17709	3/20/2024	1,239.20	Towing & Recovering Services Inc
Supplier Payment	Check	17710	3/20/2024	1,141.41	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis
Supplier Payment	Check	17711	3/20/2024	200.00	Vancouver Aire LLC
Supplier Payment	Check	17712	3/20/2024	489.18	W.B. Sprague Co. Inc.

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Supplier Payment	Check	17713	3/20/2024	1,125.18	Walter E Nelson Company	
					Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	17714	3/20/2024	16,393.51		
			Check	837,778.96		
Expense Payment	Direct Deposit	EFT-00237701	3/21/2024	27.75	Justin Box	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237702	3/21/2024	1,210.77	Jeff Lynch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237703	3/21/2024	295.38	Makani Schultz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237704	3/21/2024	180.83	Jennifer English	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237705	3/21/2024	288.41	Olivia Osborne	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237706	3/21/2024	51.87	Sean Metevia	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237707	3/21/2024	425.00	Zachary Witsberger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237708	3/21/2024	1,214.27	Rob Sumrall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237709	3/21/2024	313.77	Chris Harder	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237710	3/21/2024	288.41	Nathaniel Afonso	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237711	3/21/2024	136.00	Guido Fletcher	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237712	3/21/2024	201.01	Spencer Frasier	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237713	3/21/2024	85.00	Leo Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237714	3/21/2024	295.38	Joseph Chaney	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237715	3/21/2024	436.62	Kassidy Owen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237716	3/21/2024	75.50	Erik Paulsen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237717	3/21/2024	200.00	Andrey Yelizavetskiy	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00237718	3/21/2024	172.50	Robert Block	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237719	3/21/2024	172.50	Jeffrey Anaya	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237720	3/21/2024	350.22	Sreekanth Thirunagari	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237721	3/21/2024	330.66	Susan McNutt-Koning	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237722	3/21/2024	332.94	John Kendall	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237723	3/21/2024	329.32	Steve Wilson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237724	3/21/2024	324.63	Scott Boyer	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237725	3/21/2024	156.00	Darren McShea	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237726	3/21/2024	342.72	Joseph Stewart	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237727	3/21/2024	338.70	Mitch Bielas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237728	3/21/2024	338.30	Michael Schelling	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237729	3/21/2024	342.18	Josh Honomichl	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237730	3/21/2024	340.44	Joseph Lenahan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237731	3/21/2024	340.44	Stuart Morley	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237732	3/21/2024	315.79	Wayne Folkers	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237733	3/21/2024	337.23	Bradley French	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237734	3/21/2024	142.50	Travis Spencer	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237735	3/21/2024	142.50	Gary Allmon	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237736	3/21/2024	142.50	Jeremiah Jones	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237737	3/21/2024	142.50	James Rayner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237738	3/21/2024	142.50	Dennis Jackson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237739	3/21/2024	214.46	Lon Pluckhahn	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237740	3/21/2024	474.50	Stephenie Urick	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237741	3/21/2024	328.63	Angela Williams	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237742	3/21/2024	118.50	Christopher LeBlanc	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00237743	3/21/2024	84.75	Sarah Pettett	Travel Advance
Expense Payment	Direct Deposit	EFT-00237744	3/21/2024	79.50	Jonathan Guerrero	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237745	3/21/2024	52.26	Andrew Nevue	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237746	3/21/2024	288.41	Scott Freimuth	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237747	3/21/2024	118.55	Ken Portlock	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237748	3/21/2024	432.46	James Demmon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237749	3/21/2024	13.25	Ben McCormack	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237750	3/21/2024	88.87	Neil Martin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237751	3/21/2024	51.87	Tyler Chavers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237752	3/21/2024	436.72	Heidi Scarpelli	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237753	3/21/2024	393.23	Robert Block	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237754	3/21/2024	48.75	Erik Jennings	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237755	3/21/2024	162.00	John Zundel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237756	3/21/2024	203.50	Jeffrey Anaya	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237757	3/21/2024	96.82	Tommy Razo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237758	3/21/2024	2,107.20	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00237759	3/21/2024	218.45	Nichole Brannan	Employee Reimbursement
			Direct Deposit	17,315.72		
Supplier Payment	EFT	EFT-00237760	3/21/2024	37,755.00	AgreeYa Solutions, Inc. - Remit-To: AgreeYa Solutions, Inc	
Supplier Payment	EFT	EFT-00237761	3/21/2024	12,000.00	AgreeYa Solutions, Inc. - Remit-To: AgreeYa Solutions, Inc	
Supplier Payment	EFT	EFT-00237762	3/21/2024	8,500.00	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00237763	3/21/2024	237.82	Columbia West Engineering	
Supplier Payment	EFT	EFT-00237764	3/21/2024	3,687.00	New Life Friends Church	
Supplier Payment	EFT	EFT-00237765	3/21/2024	22,593.67	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00237766	3/21/2024	560,420.52	Rotschy Inc	
Supplier Payment	EFT	EFT-00237767	3/21/2024	72.50	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00237768	3/21/2024	2,174.00	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00237769	3/21/2024	2,778.00	Historic Music Preservation Project	
Supplier Payment	EFT	EFT-00237770	3/21/2024	4,642.85	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00237771	3/21/2024	25,480.14	Meteraders LLC	
Supplier Payment	EFT	EFT-00237772	3/21/2024	5,369.81	Power Systems West	
Supplier Payment	EFT	EFT-00237773	3/21/2024	6,759.51	Picard Corp	
Supplier Payment	EFT	EFT-00237774	3/21/2024	610.00	Otak Inc	
Supplier Payment	EFT	EFT-00237775	3/21/2024	2,313.15	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00237776	3/21/2024	27,558.79	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00237777	3/21/2024	7,942.64	Talitha Consults LLC	
Supplier Payment	EFT	EFT-00237778	3/21/2024	581.81	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00237779	3/21/2024	233.37	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00237780	3/21/2024	4,110.71	Wapiti NW LLC	

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Supplier Payment	EFT	EFT-00237781	3/21/2024	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00237782	3/21/2024	2,169.58	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00237783	3/21/2024	12,076.58	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00237784	3/21/2024	3,684.64	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00237785	3/21/2024	29,837.88	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00237786	3/21/2024	9,540.85	YWCA Clark County	
Supplier Payment	EFT	EFT-00237787	3/21/2024	29,678.37	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00237788	3/21/2024	6,497.95	Vancouvercenter	
Supplier Payment	EFT	EFT-00237789	3/21/2024	155.79	Condominium Association	
Supplier Payment	EFT	EFT-00237790	3/21/2024	1,384.00	Bound Tree Medical LLC	
					QuickCaption	
Supplier Payment	EFT	EFT-00237791	3/21/2024	44,951.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00237792	3/21/2024	1,920.08	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00237793	3/21/2024	25,053.92	Brenda Lee Fairbanks - Remit-To: Brenda Lee Fairbanks	
Supplier Payment	EFT	EFT-00237794	3/21/2024	33,021.94	Marten Law LLP	
Supplier Payment	EFT	EFT-00237795	3/21/2024	76,586.27	Kirby Nagelhout Construction Company	
Supplier Payment	EFT	EFT-00237796	3/21/2024	23,803.01	Operations Management International Inc	
Supplier Payment	EFT	EFT-00237797	3/21/2024	417.30	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00237798	3/21/2024	3,500.00	Oregon Entrepreneurs Forum	
Supplier Payment	EFT	EFT-00237799	3/21/2024	12,500.50	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00237800	3/21/2024	4,208.50	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00237801	3/21/2024	9,082.58	Del Sol Inc	
Supplier Payment	EFT	EFT-00237802	3/21/2024	6,697.88	Waxie's Enterprises Inc	
		EFT		1,080,090.41		
Supplier Payment	Manual Wire		3/15/2024	155.80	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		3/18/2024	58,626.28	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/18/2024	125,258.01	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		3/18/2024	26,212.30	Washington Dental Service	
Supplier Payment	Manual Wire		3/21/2024	76,294.35	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/22/2024	5,377.27	Superior, LLC	
		Manual Wire		291,924.01		
		Checks		837,778.96		
		Direct Deposit		17,315.72		
		EFT		1,080,090.41		
			3/25/2024	19,416.93	City Payments	Posted 03-18-24 to 03-24-24
		Hansen Total		19,416.93		
			3/25/2024	1,286.71	Miscellaneous	Parks Class Refunds FCC 03-11-24 to 03-17-24
			3/25/2024	1,298.50	Miscellaneous	Parks Class Refunds MCC 03-11-24 to 03-17-24
		VISA Total		2,585.21		
		Payroll Total		0.00		
		GRAND TOTAL		2,249,111.24		

City of Vancouver
Payroll Council Report
March 18, 2024 - March 24, 2024

Check No.	Date	Explanation	Amount
		No payroll this period.	

\$ -

Staff Report: 047-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/1/2024

SUBJECT Right-of-Way Franchise Agreement for Njord LLC, (dba) Zing Broadband

Key Points

The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City's rights-of-way.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

Njord LLC, (DBA) Zing Broadband wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain its telecommunications facilities within the City's rights-of-way.

City staff has worked with Zing Broadband to negotiate the terms of a franchise ordinance, which manages the deployment of a telecommunications system that balances local aesthetics, character, and public health and safety, while also deriving technological benefits for the City's residents to the greatest extent practicable.

Advantage(s)

This proposed franchise would formalize and establish the terms and conditions for use of the City's rights-of-way by Zing Broadband.

Disadvantage(s)

Additional facilities may present a visual impact to the City's rights-of-way.

Budget Impact

None

Prior Council Review

February 26, 2024 - Consent Agenda (1st reading)

Action Requested

On Monday, April 1, 2024, subject to second reading and public hearing, approve the ordinance.

Cary Driskell, Assistant City Attorney, 360-946-3065; Aaron Lande, Program and Policy Development Manager, 360-487-8612

ATTACHMENTS:

- ▢ Ordinance

2-26-2024
4-1-2024

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to (Njord LLC, (DBA) Zing Broadband) and its affiliates (“Grantee”), a (LLC) (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate “nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service”; and

WHEREAS, RCW 35A.47.040 further requires that “no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by

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Does not require codification

the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective”; and

WHEREAS, Grantee is a telecommunication company that provides voice and data services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney’s Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with

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the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

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"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct and operate its Facilities to provide Telecommunication Services.

"Grantee" means Njord LLC, (DBA) Zing Broadband and its affiliates, an LLC licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Hazardous Substances" shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

"Permittee" means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

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"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

"Telecommunication Services" means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for an additional five-year term. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this

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Does not require codification

Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized

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Does not require codification

by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense thereof shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of such improvement project,

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Does not require codification

provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

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Does not require codification

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as not to interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized

ORDINANCE - 9

Does not require codification

load shall pay all such expenses, and the path for moving such oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

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Does not require codification

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the

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Does not require codification

supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways,

ORDINANCE - 12

Does not require codification

land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

ORDINANCE - 13

Does not require codification

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of \$25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the

ORDINANCE - 14

Does not require codification

covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location,

ORDINANCE - 15

Does not require codification

elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or

ORDINANCE - 16

Does not require codification

unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee' performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	\$5,000,000
General Aggregate Per Occurrence	\$5,000,000
Products & Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$2,000,000
Blanket Contractual Liability	\$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	\$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000

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Does not require codification

Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

27.4 All policies shall be issued by an insurance company licensed to do business in the State of Washington.

ORDINANCE - 18

Does not require codification

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise;

28.2 The provisions of Section 18.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

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Does not require codification

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict

ORDINANCE - 20

Does not require codification

cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

ORDINANCE - 21

Does not require codification

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington’s Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a “writing” as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City’s determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee’s Facilities for

ORDINANCE - 22

Does not require codification

Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission

ORDINANCE - 23

Does not require codification

(“UTC”), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

ORDINANCE - 24

Does not require codification

City:
City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:
NJORD LLC. (DBA) Zing Broadband
432 E Idaho St C425
Kalispell, Montana 59901

Local Office:
1721 Grace Ave. Ste C
Battle Ground, WA, 98604

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City's Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council and publication of a summary of the Ordinance pursuant to City Charter.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2024.

ORDINANCE - 25
Does not require codification

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 26

Does not require codification

Accepted by _____:

By: _____
Name and official capacity

Grantee, _____, for itself, its successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, _____ has signed this _____th day of _____, 20__.

Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 27
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Njord LLC, (DBA) Zing Broadband, a non-exclusive and revocable franchise to install, operate and maintain a telecommunication system in, on, over, upon along, and across the public ways of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 28

Does not require codification

Staff Report: 064-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/1/2024

SUBJECT Vancouver Innovation Center Revision

Key Points

- The existing 179-acre Master Plan, Comprehensive Plan Change and Zone Change was approved by City Council on August 16, 2021.
- Updated plan includes roadway changes, town center reconfiguration, increased density, updated phasing, allowance of hotel and community center as a Type II and updated design guidelines.
- Staff received an application for master plan and development agreement revisions to the Vancouver Innovation Center (VIC), which was reviewed by the Planning Commission at workshops on September 12 and December 12, 2023. Planning Commission unanimously recommended approval of the revised master plan and development agreement at a February 13, 2024 public hearing.

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

The applicant requests approval of a revision to an existing master plan and development agreement. Development can occur on the site as approved in 2021 under the existing master plan.

The item was reviewed by the Planning Commission on February 13, 2024, and materials can be reviewed here: <https://www.cityofvancouver.us/events/planning-commission-meeting-23/>

Advantage(s)

1. Approval will allow for additional housing units to be constructed.
2. Approval will allow for development in an area currently served by public utilities.
3. Approval will allow for the development of additional publicly accessible open space.

Disadvantage(s)

There will be additional traffic generated by the development. However, the City has reviewed the traffic impacts that the proposal will generate and determined there is adequate capacity on city streets to accommodate the anticipated increase in traffic.

Budget Impact

None

Prior Council Review

- January 22, 2024 Council Workshop
- March 25, 2024 Consent Agenda (First Reading)

Action Requested

On Monday, April 1, 2024, subject to second reading and public hearing, approve the ordinance.

Mark Person, Senior Planner, 360-487-7885

ATTACHMENTS:

- ▢ Presentation
- ▢ Ordinance
- ▢ Development Agreement
- ▢ Ecology and WDFW Comment
- ▢ Public Comment



Vancouver Innovation Center Revised Master Plan and DA

Mark Person, Senior Planner
Community Development Department

Patrick Quinton, Director
Economic Prosperity and Housing
April 1, 2024

Agenda



Site History



**Existing
and Revised
Plan**



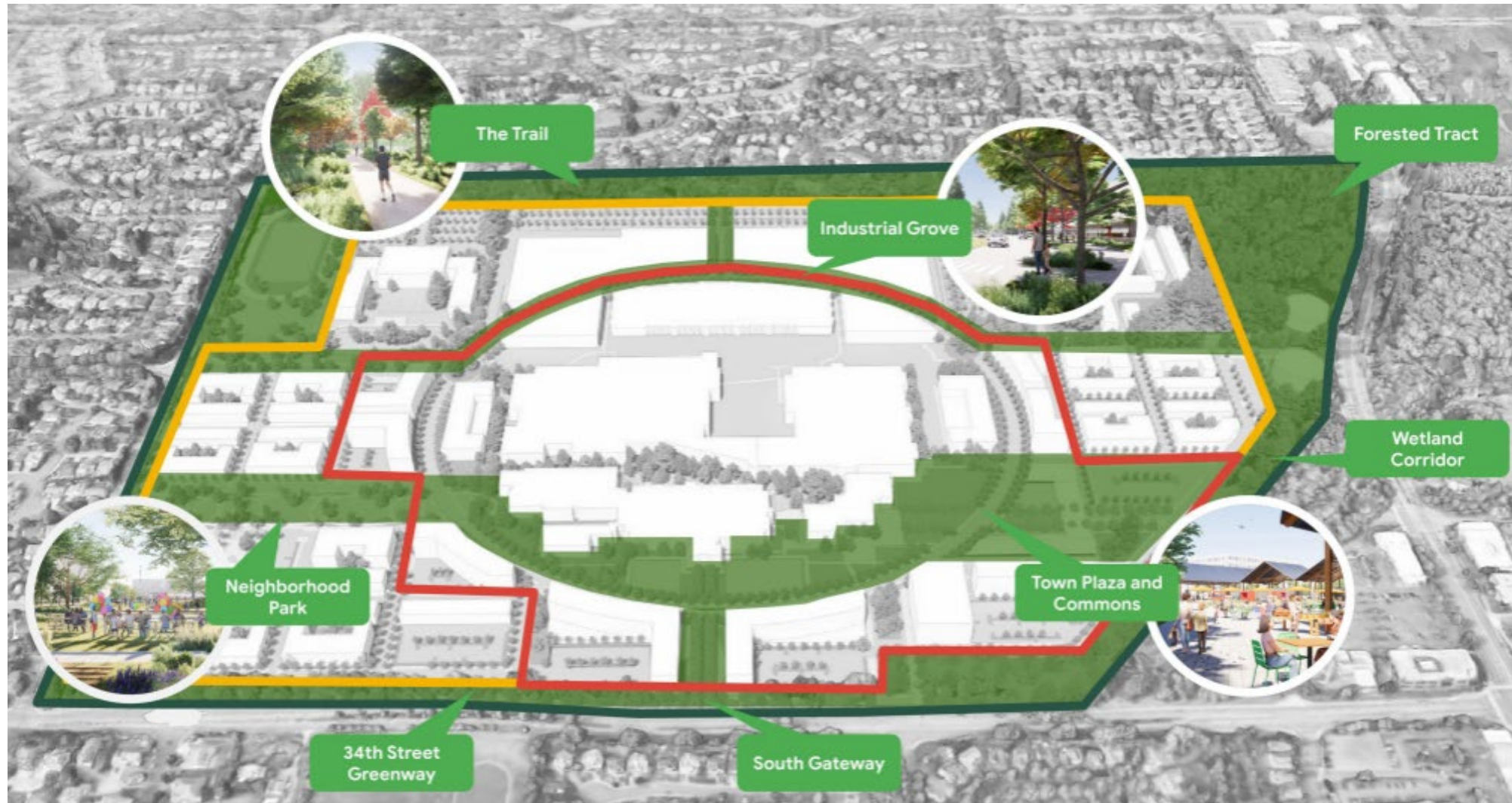
Policy Context



Next Steps



Revised Master Plan



Site History

- 179-acre site originally developed by Hewlett-Packard, approximately 715,000 square feet of existing buildings onsite
- Comprehensive Plan designation and zoning change (Light Industrial to Mixed Use) and Master Plan and associated development agreement approved in 2021
- 200,981 square foot industrial building approved north of the existing building under the existing master plan



Revisions to the Master Plan/Development Agreement

Original Master Plan	Proposed Revisions
Main East-West Road	Central Loop/ Ring Road
Defined Open Space LUA	Open Space as an overlay throughout the campus
Detached Single-Family Residential LUA	Removal of detached Single-Family Residential
Density up to 1,200 Residential Units	Increased density to 1,800 Residential Units
Commercial node/Town Center (subject to future master plan amendment)	Commercial node/corridor extending from the Town Center through the Central Loop/ Ring Road

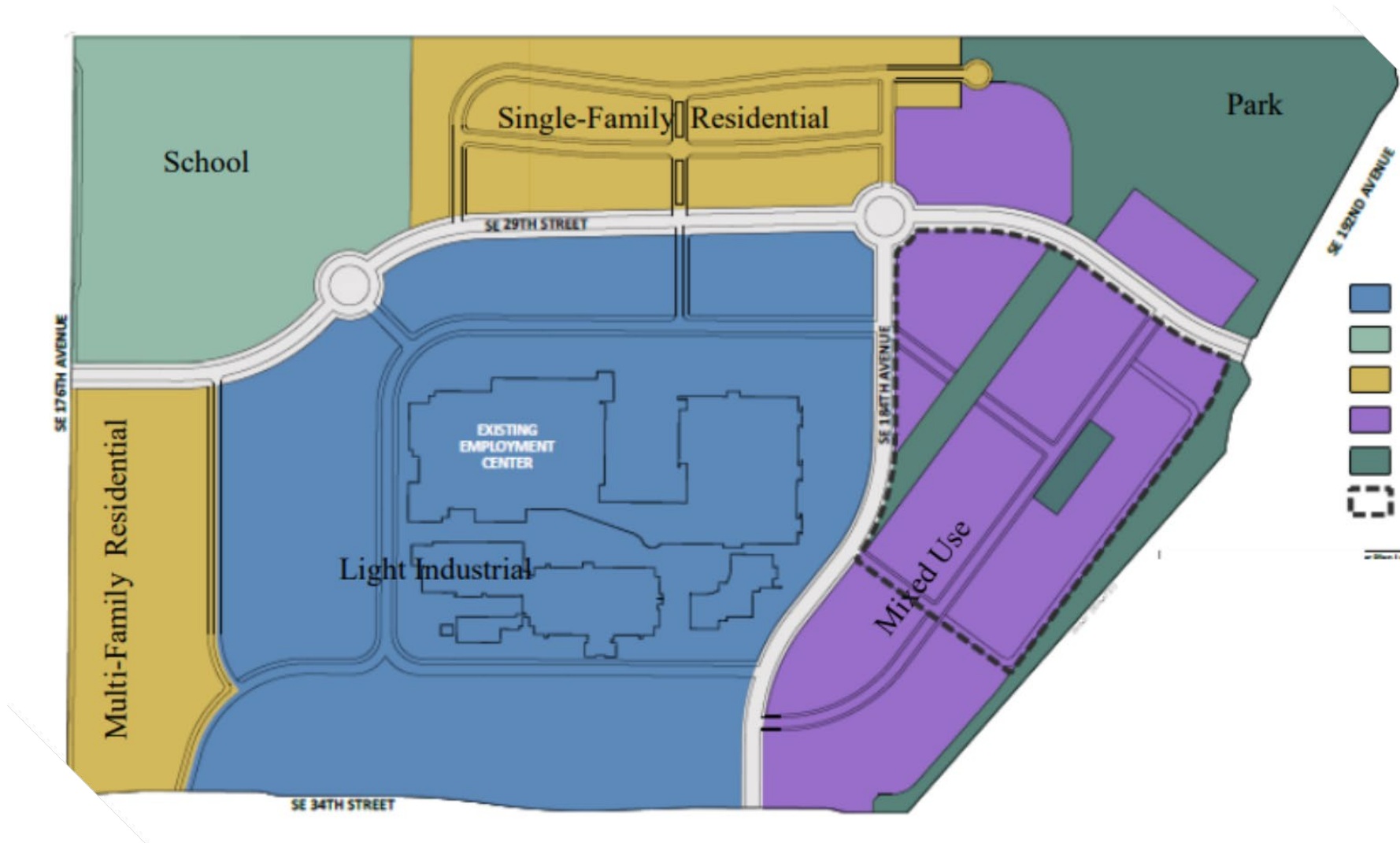


Revisions to the Master Plan/Development Agreement

Original Master Plan	Proposed Revisions
Forested area access acquisition – no clarity on ownership, development and management	Clarity on Forested area acquisition, timeline for development and City management
No Affordable Housing Commitment	Commitment to Affordable Housing through MFTE
Hotel and Community space allowed as Type III application	Hotel and Community Space allowed as a Type II application
School as part of the Master Plan	School removed – Sold to Evergreen School District
Specifically defined phasing of development	Phasing to follow infrastructure and market needs (complying with the vision of a walkable neighborhood)



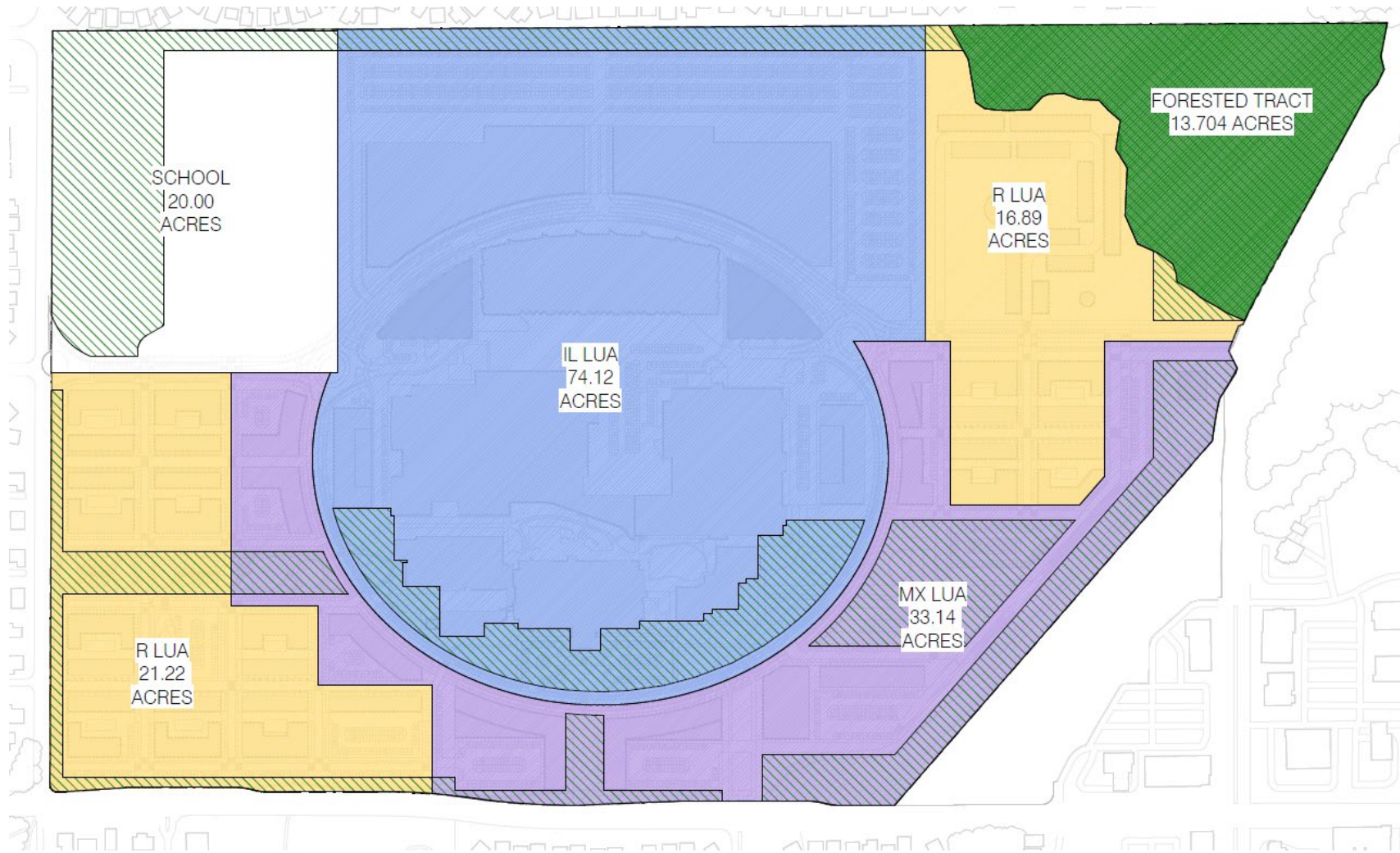
Approved Master Plan



- Single-Family Residential LUA
- Non-integrated LUAs
- East- West Main Road
- Defined Open Area
- Light Industrial dividing the campus



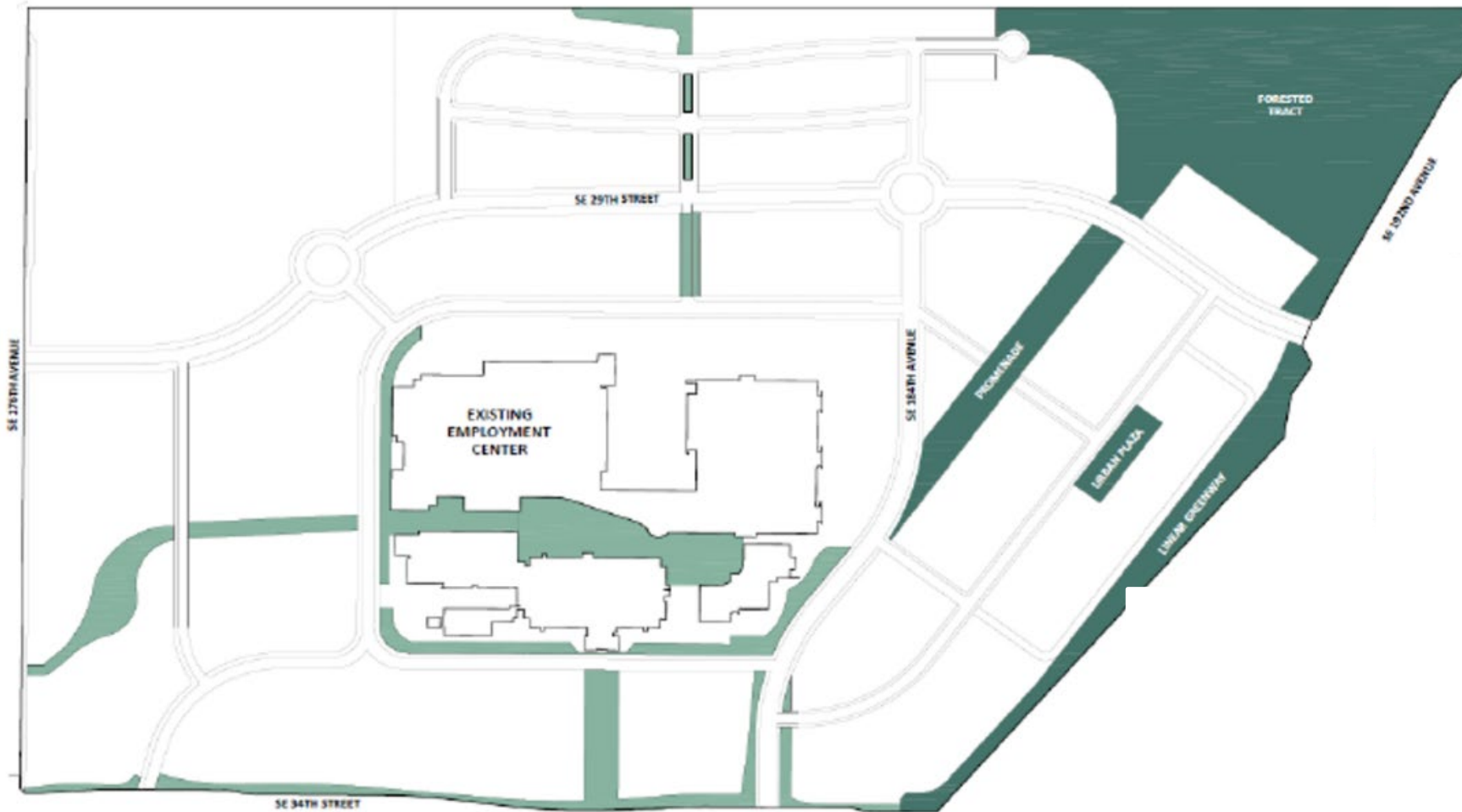
Revised Master Plan



- Consolidated Residential (R) LUA
- Central Loop/ Ring Road
- Open Areas throughout the campus
- Mixed-use Area connecting the different areas



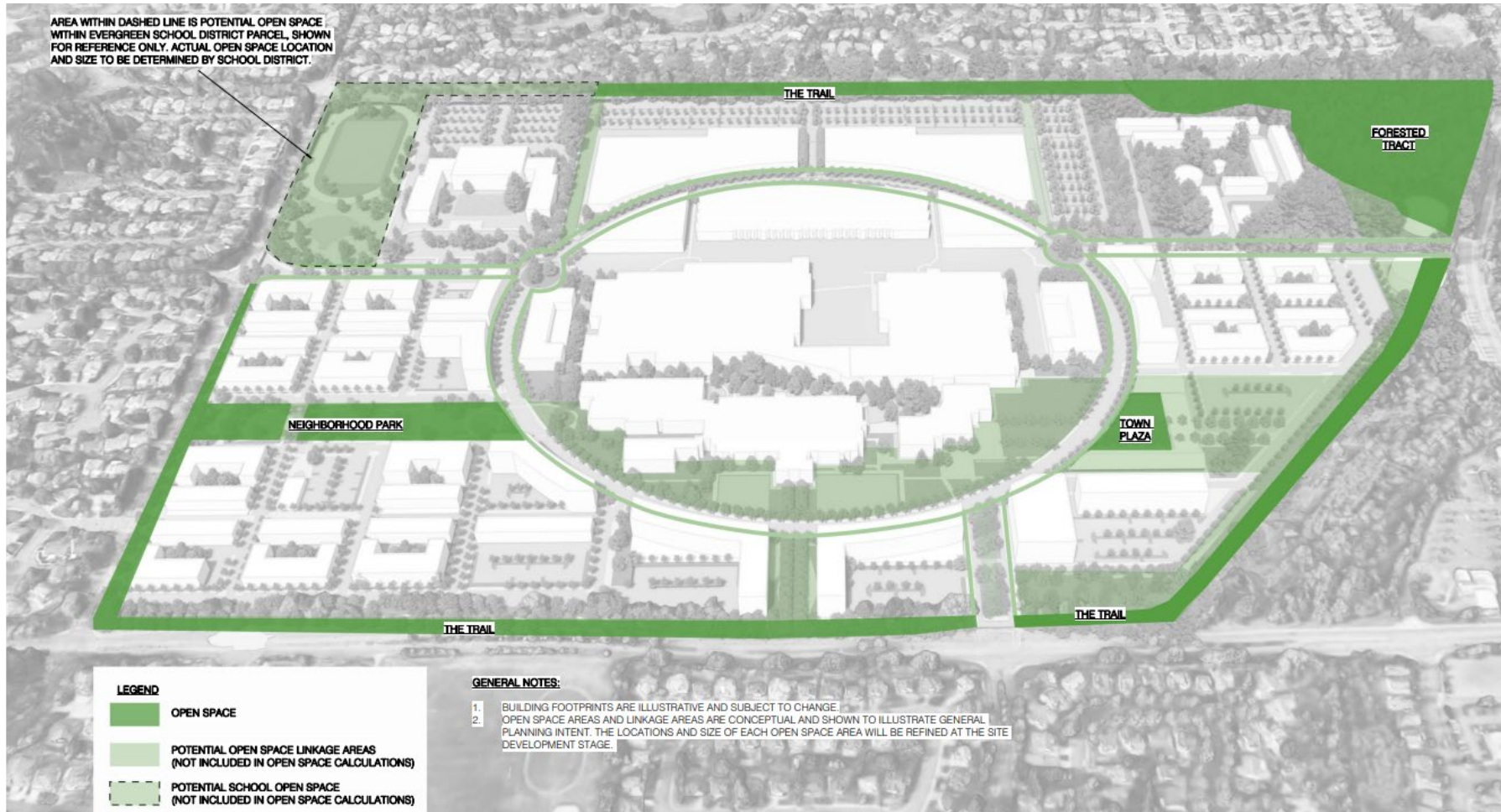
Approved Open Space



- 19 Acres of Open Space
- Silver Leaf Tree Cap canopy goal– 30% coverage



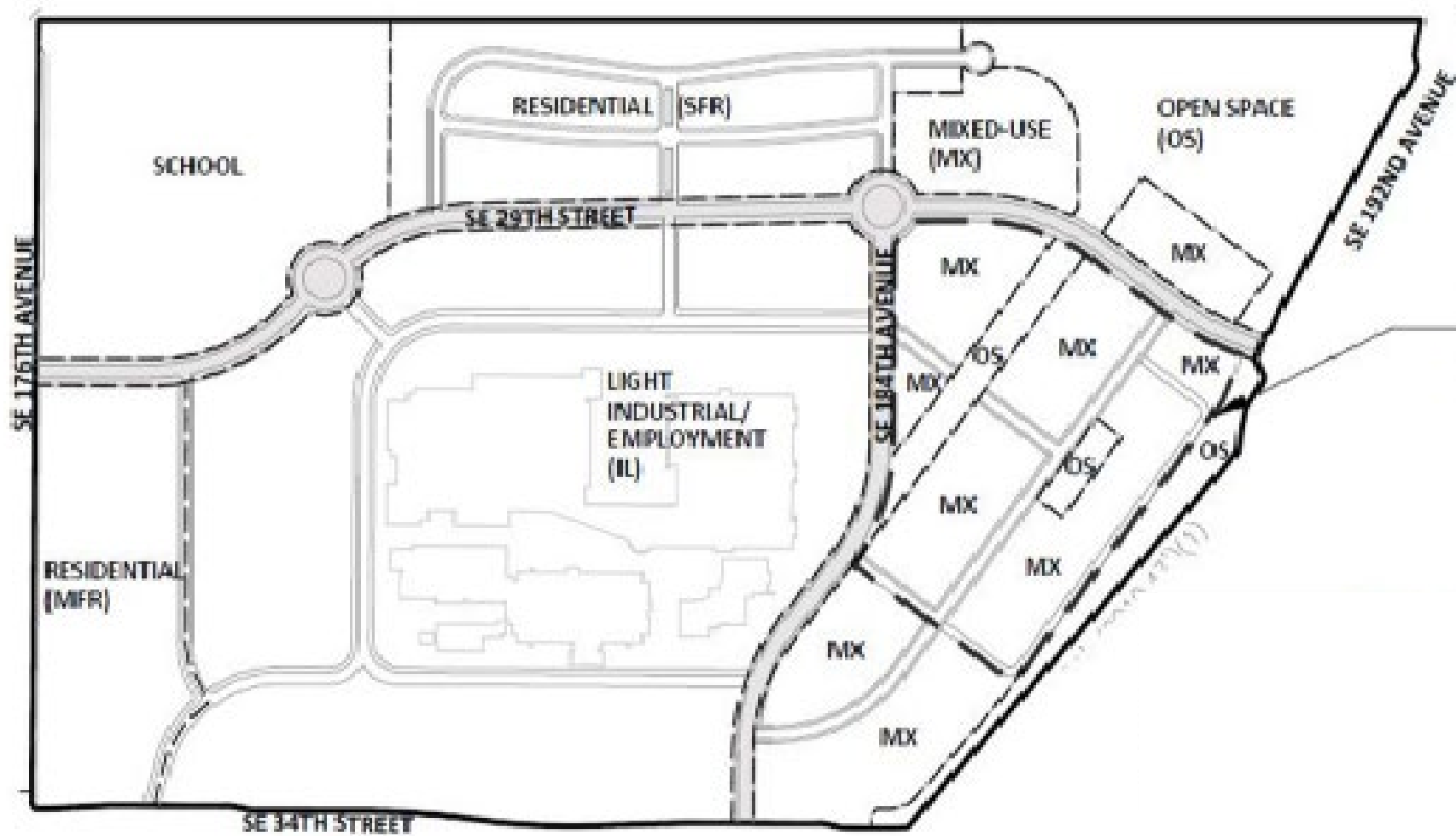
Proposed Open Space



- 24 acres of Open Space (excluding school area)
- Silver Leaf Tree Cap canopy – 30% coverage
- Trail around campus



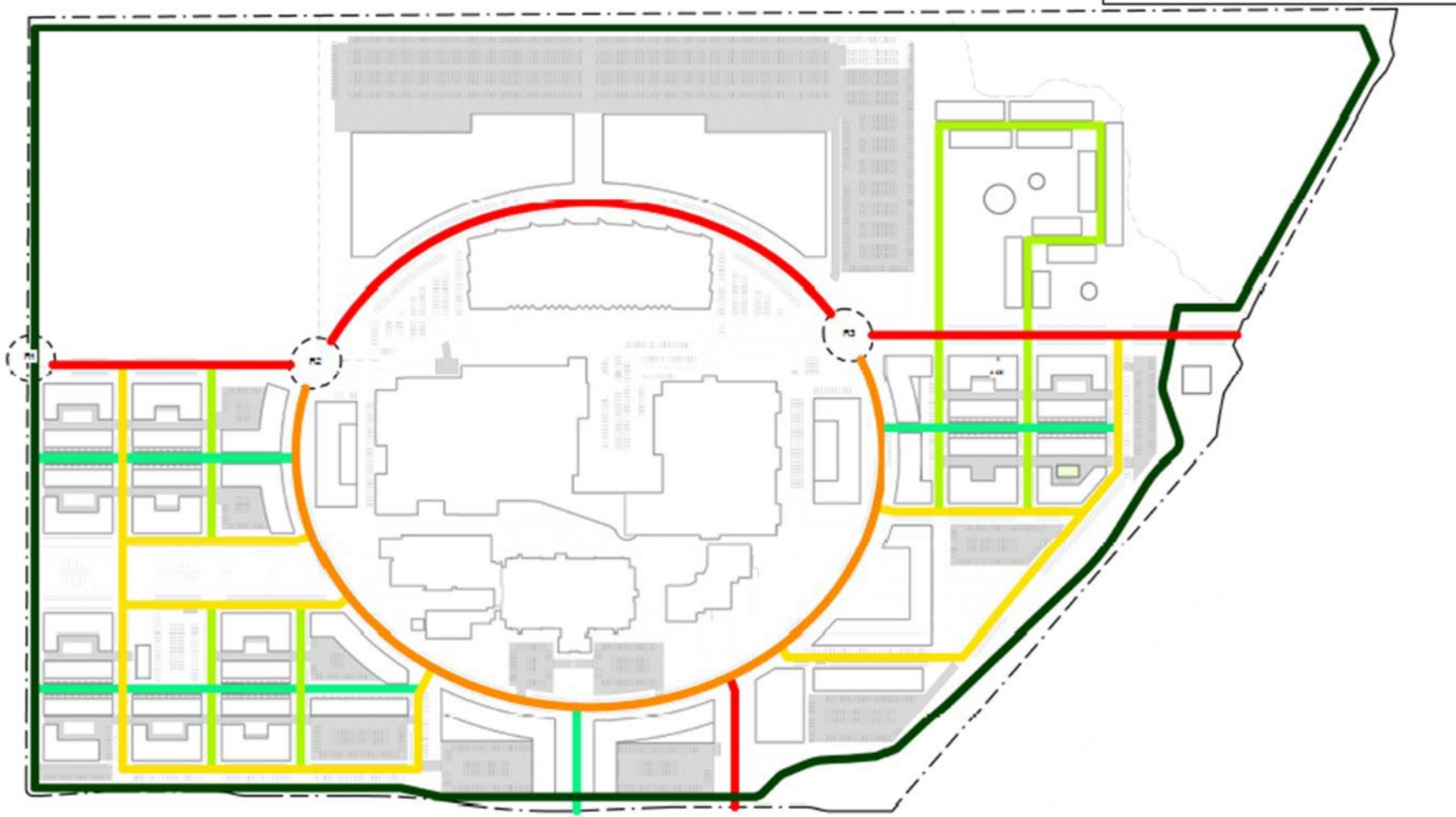
Approved Transportation Network



- East- West/
North- South
main roads



Proposed Transportation Network



- Central Loop/
Ring Road for
better
connectivity
and traffic
- Additional
local roads for
better
connectivity
and multi-
modal access



Public Outreach

Applicant outreach:

- Virtual open houses on January 30, 2023, January 29, 2024, and January 31, 2024
- Direct mailing to properties within 500 feet and beyond
- Project website

City outreach:

- Pre-application conference notification
- Direct mailing to properties within 500 feet
- Contact to parties of record that testified during the original master plan and zone change



Sustainability

- Optimizing Green performance of existing building
- Electrification of all residential building systems
- EV charging availability throughout the campus
- 30% Tree Canopy - Silver Cap
- Compliance with interim Green Building Policy



Discussion



Site/Aerial Photo



Approved vs. Proposed LUAs

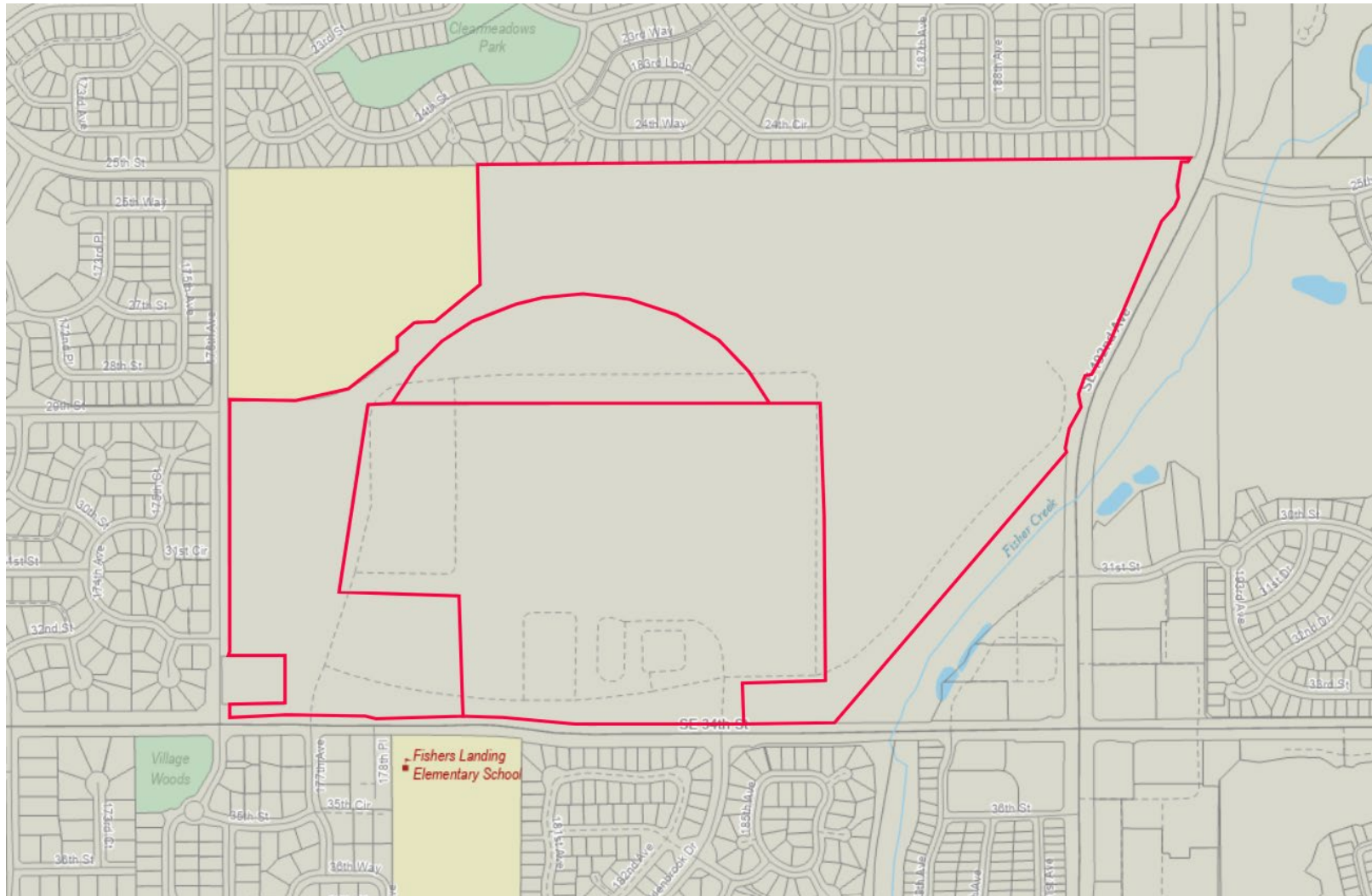
Approved	
LUA	Acres
School	20
Open Space	19.1
LI	67.2
Residential	30.4
Mixed Use	31.9
ROW	10.5
Total	179.1

Proposed	
LUA	Acres
School	20
Forested Tract	13.704
LI	74.12
Residential	38.11
Mixed Use	33.14
ROW	Within the LUA
Total	179.1

Open Space, outside of the Forested Area, is within each LUA. 24 Acres total proposed Open Space



Parcel Map



03/25/2024 (Date of First Reading)
04/01/2024 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE amending the Vancouver Innovation Center (VIC) Mixed Use Master Plan (Master Plan) and Development Agreement (DA) for parcels 126455000, 126816000, 986056494, and 986065748 located at 18110 SE 34th Street; providing for severability; and providing for an effective date.

WHEREAS, The VIC Building Owner LLC, a Delaware limited liability company (Developer) submitted a land use application to amend the existing VIC Mixed Use Master Plan and Restated VIC DA, which were approved on August 16, 2021 by Ordinance M-4346 to the City of Vancouver to revise the Master Plan and DA; and

WHEREAS, the Vancouver Planning Commission reviewed proposed changes to the Master Plan in the form of VIC Master Plan 2.0 attached hereto as Exhibit A, and the DA, in the form of the VIC Fourth Amended and Restated Development Agreement (VIC DA) attached hereto as Exhibit B, in accordance with the procedure provided by Vancouver Municipal Code (VMC) 20.250.050(B) at duly advertised workshops on September 12, 2023 and December 12, 2023 and a duly advertised public hearing was held on February 13, 2024, and at which the Planning Commission voted 5-0 to recommend approval of the VIC Master Plan 2.0 and the VIC DA, and

ORDINANCE - 1

WHEREAS, the City Council conducted a duly advertised workshop on January 22, 2024, a duly advertised first reading on March 18, 2024, and a duly advertised public hearing on March 25, 2024, following which the Council wishes to adopt the Planning Commission recommendations for approval; and

WHEREAS, the cumulative environmental impacts of the proposed VIC Master Plan 2.0 and Fourth Amended and Restated Development Agreement changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act (SEPA). A Notice of Determination of Non-significance (DNS) was issued on January 26, 2024, Washington State Department of Ecology and Washington Department of Fish and Wildlife provided comments and no appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the balance of relevant criteria for Mixed Use Master Plans (VMC 20.430.060) and Development Agreements (VMC 20.250) and are consistent with the policies and provisions of the City of Vancouver's Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the February 13, 2024 public hearing and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

Section 2. Master Plan. Pursuant to Mixed Use Master Plan standards and approval criteria under VMC 20.430.060(C)(3) adopted through Ordinances M-4325 § 3, 2020; M-3922 § 24, 2009; M-3840 § 24, 2007; M-3796 § 2, 2007; M-3730 § 22, 2005; M-3698 § 8, 2005; and M-3643, 2004), the VIC Master Plan 2.0, incorporated by attachment through Exhibit A to this Ordinance, is approved and adopted.

Section 3. Development Agreement. Pursuant to Development Agreement procedures under VMC 20.250 adopted through Ordinance M-3643, 2004, the Vancouver Innovation Center Fourth Amended and Restated Development Agreement, incorporated by attachment through Exhibit B to this Ordinance, is approved and adopted.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable. Notwithstanding the foregoing, the VIC DA is approved in conjunction with approval of the VIC Master Plan 2.0 and amendment of the Master Plan and DA are contingent upon one another. In the event that either the VIC Masterplan 2.0 or the Fourth Amended and Restated VIC DA are determined invalid, the approval and adoption of both shall be invalidated.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Recording. Pursuant to VMC 20.250.060, within 30 days after the effective date, the VIC DA shall be recorded with the real property records office of Clark County, Washington.

ORDINANCE - 3

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE amending the Vancouver Innovation Center (VIC) Mixed Use Master Plan (Master Plan) and Development Agreement (DA) for parcels 126455000, 126816000, 986056494, and 986065748 located at 18110 SE 34th Street; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE NO. M-####

EXHIBIT A

VIC MASTER PLAN 2.0

[SEE ATTACHED]

ORDINANCE NO. M-####

EXHIBIT B

VIC FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT

[SEE ATTACHED]

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein, Attorney
Schwabe, Williamson & Wyatt P.C.
700 Washington Street, Suite 701
Vancouver, WA 98660

DRAFT 03/19/2024

**VANCOUVER INNOVATION CENTER (VIC)
FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

Grantor:	City of Vancouver, a Washington municipal corporation
Grantee:	The VIC Building Owner LLC, a Delaware limited liability company Evergreen School District No. 114, a Washington public school district
VIC Property Abbreviated Legal:	#5&7 6-1-3E #10 MARTIN DLC,#22N,41,36,13 SIMMONS DLC 52.65A; #5&7 6-1-3E #10 MARTIN DLC,#22N,41,36,13 SIMMONS DLC 104.52A; #172 WM SIMMONS DLC 1.24A
School Property Abbreviated Legal:	#17 SEC 6 T1N R3EWM 20.00A
VIC Property Assessor's Tax Parcel Nos.:	126455000; 126816000; 986056494
School Property Assessor's Tax Parcel No.:	986060362
Property Full Legal Description:	See Exhibit A
Reference Numbers of Related Documents:	3343884, 5809816, 5979934 AMD, 6017326 COV

**VANCOUVER INNOVATION CENTER (VIC)
FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This Vancouver Innovation Center (VIC) Fourth Amended and Restated Development Agreement (this "VIC DA") is entered into on this ____ day of _____, 2024, by and among the City of Vancouver, a Washington municipal corporation (the "City" or "Grantor"). The VIC Building Owner LLC, a Delaware limited liability company (the "VIC" or "Developer") and Evergreen School District No. 114, a Washington public school district ("ESD"), with the VIC and ESD individually and collectively as "Grantee." City and Grantee are referred to as the "Parties."

RECITALS

A. WHEREAS, in the 1970's, Hewlett-Packard ("HP") acquired approximately 179 acres of real property, located at 18110 SE 34th Street, Vancouver, Washington, formerly known as the HP Campus and now commonly known as the Vancouver Innovation Center (VIC), for the purpose of developing a large manufacturing campus for its own purposes pursuant to an HP South Campus Master Plan and, after building 715,000 square feet of office space, HP sold the VIC in 2009 to S-E, Inc., a Delaware corporation ("SE"), and SE sold to Developer in 2020, subject to the a development agreement; and

B. WHEREAS, the "Property" as legally described on Exhibit A attached hereto consists of the "VIC Property" and the "School Property," as identified below, and is currently encumbered by that certain Third Amended and Restated Development Agreement by and among SE, the Developer, and the City, dated September 15, 2021 (the "Restated DA") and the Developer is the successor in interest to SE on the Property and the Restated DA to the VIC Property as legally described on Exhibit A-1 attached hereto,, except for any portion designated as the School Property (Clark County Tax Parcel 986060362; abbreviated legal description #17 SEC 6 T1N R3EWM 20.00A), as currently configured and legally described on Exhibit A-4 attached hereto. SE sold the School Property to ESD, on November 30, 2021, subject to an Agreement Related to Development Infrastructure by and between ESD and the Developer dated November 18, 2021 and recorded under Clark County Auditor's File No. 5994962, as amended by that First Amendment dated _____, 2024 and recorded under Clark County Auditor's File No. _____ (the "ESD Infrastructure Agreement") which, in addition to this VIC DA and any other required City land use approvals, sets forth those obligations required of ESD in to the development of the School Property; and

C. WHEREAS, on August 16, 2021, the City adopted Ordinance No. M-4346 amending the Property's Vancouver Comprehensive Plan and zoning map designation from Light Industrial (IL) to Mixed Use (MX) (the "Zoning Change"), adopting the Developer's Mixed Use Master Plan (the "VIC Master Plan") and approving the Restated DA; and

D. WHEREAS, as required by the Restated DA, that certain Restrictive Covenant, as corrected and re-recorded February 8, 2022 (6017326 COV) (the "Forested Tract Covenant") was recorded on the real property defined therein as the "Forested Tract" prohibiting development of the Forested Tract for any purpose other than park or open space uses; and

E. WHEREAS, the VIC Property includes six existing connected buildings encompassing approximately 700,000 square feet that were constructed by HP (the "Existing Building") and, subsequent to the Parties entering into the Restated DA, the Developer obtained City approval to construct a 200,981 square foot industrial building pursuant to Type II Site Plan Review; and

F. WHEREAS, on May 5, 2023, Developer submitted a land use application for Major revisions, including but not limited to, the VIC Master Plan (the VIC Master Plan 2.0, as later defined herein) pursuant to Section 7 of the Restated DA requesting to amend certain master plan elements for the purposes of: consolidating industrial areas to optimize opportunities for employment-generating development, increasing residential density and affordable housing; integrating more open space; refining the transportation network to include a central ring road for primary site circulation; better integrating mixed-use elements across the campus by changing from a Town Center District to a mixed-use slow street corridor along the proposed ring road; replacing the Town Center Master Plan Amendment required by the Restated DA with this proposed VIC Masterplan 2.0; allowing for hotel and community center

development as a Type II conditional use permit; and updating the land use areas, phasing, and design standards;

G. WHEREAS, while retaining the Property's MX zoning designation and the Forested Tract Covenant development restrictions, modifications to the Restated DA and the VIC Master Plan currently encumbering the Property are necessary to facilitate development of the Property as proposed, and the Parties desire to facilitate development of the Property under the terms and conditions described below;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree set forth in this VIC DA.

AGREEMENT

Section 1. Recitals. The above recitals are incorporated in this VIC DA.

Section 2. History of Development Agreements.

2.1 On June 4, 2001, HP and the City of Vancouver entered into a Development Agreement ("Original DA") for the Property with an initial term of 15 years. This Original DA provided HP with reserved traffic capacity, master plan approval, vesting to existing land use codes, and required dedication of right-of-way on SE 192nd Ave.

2.2 On November 16, 2009, the City approved the First Amendment to the Original DA extending its term to June 4, 2020 ("First Amendment") and a Second Amendment, approved on June 1, 2020, further extended the term another two years ("Second Amendment").

2.3 On May 21, 2020, a pre-application conference was held between City staff, applicant representatives and a local neighborhood representative for consideration of the proposed Zoning Change, Restated DA, and VIC Master Plan. Application materials were submitted beginning on June 15, 2020.

2.4 Duly advertised Planning Commission workshops on the proposed Zoning Change, Restated DA, and VIC Master Plan were held on August 11, 2020, September 8, 2020, November 10, 2020, December 8, 2020, January 26, 2021, and May 11, 2021, and a Planning Commission public hearing was held on July 6, 2021. Duly advertised City Council workshops on the proposed Zoning Change, Restated DA, and VIC Master Plan were held on November 23, 2020, December 21, 2020, and July 12, 2021, followed by a City Council First Reading on August 9, 2021 and public hearing on August 16, 2021.

2.5 Pursuant to the public hearing, on August 16, 2021, the City Council adopted Ordinance M-4346 implementing the Zoning Change by amending the Vancouver Comprehensive Plan and Zoning map designation for parcels adjacent tax lots 126455000 and 126816000, located at 18110 SE 34th Street, adopting the VIC Master Plan, and authorizing the Restated DA, which was originally recorded on October 25, 2021 and re-recorded on February 8, 2022 to correct the cover page to include reference to Parcel 986056494 as it existed on October 25, 2021.

2.6 On October 25, 2021 the Forested Tract Covenant was recorded, and then re-recorded on February 8, 2022 to correct the Assessor's Parcel Number referenced on the first page.

2.7 Duly advertised Planning Commission workshops on this VIC DA and the VIC Master Plan 2.0 were held on September 12, 2023 and December 12, 2023 and a Planning Commission hearing was on February 13, 2024. A duly advertised City Council first reading was held on March 25, 2024 and a duly advertised City Council public hearing was held on April 1, 2024.

Section 3. Effective Date and Purpose. The “Effective Date” of this VIC DA is the date upon which the Vancouver City Council adopts an ordinance approving this VIC DA. That date will be written on the first page of this VIC DA, regardless of the date upon which the Parties’ signatures are affixed below. The purpose of this VIC DA is to:

3.1 Provides an integral and required component of a revised employment centered mixed-use master plan for the Property (“VIC Master Plan 2.0” defined below);

3.2 Continue to reserve a certain amount of traffic capacity set forth in the Original DA for the term of this VIC DA;

3.3 Vest the Property and VIC Master Plan 2.0 approved under those land use regulations as provided herein;

3.4 Identify desired land uses that are approved and outright allowed under the VIC Master Plan 2.0;

3.5 Identify transportation improvements Developer agrees to construct to benefit the community and the Property, pursuant to the implementation of the VIC Master Plan 2.0; and

3.6 Identify the Park Parcel (as defined herein) that City has requested Developer sell to City, contingent upon execution of a mutually satisfactory purchase and sale agreement, and community park improvements the City will develop and operate.

3.7 This DA supersedes all prior DAs. Any inconsistency between this DA and prior DAs referenced in Section 2 above . shall be resolved in favor of this VIC DA.

Section 4. Description of the Proposed Development of the Property. The development of the Property will be a mixed use, 20-minute community where business, industry, education, residences, and the outdoors intersect. The Property will be developed consistent with the terms and provisions of this VIC DA and the VIC Master Plan 2.0, approved pursuant to Section 6 below.

Section 5. Approval and Vesting. The VIC Master Plan 2.0 will be fully and finally approved by the Vancouver City Council simultaneously with the approval of this VIC DA, in accordance with VMC 20.430.060(C)(3), after review and recommendation to the Vancouver City Council by the Vancouver Planning Commission. The Property shall be developed in accordance with the Vancouver Municipal Code (VMC) in effect as of the date the application for the VIC Master Plan 2.0 was received, which was December 1, 2022 (the “VIC 2.0 Application Date”), as modified by this VIC DA (including the VIC Master Plan 2.0), and (b) subject to the exception provided in Section 15, the VIC Master Plan 2.0 shall be vested to existing land use regulations and standards as of the VIC 2.0 Application Date.

5.1 Any permit or approval issued by the City for the Property after the Effective Date and before the termination of this VIC DA must be consistent with this VIC DA.

5.2 Through a Type I land use application process, as defined in the VMC, either Grantee may request that its portion of the Property be subject to later-enacted laws, regulations, and ordinances initiated and adopted by the City. A Grantee must demonstrate how the later-enacted ordinance(s) will benefit both its project and the City while maintaining consistency with the City’s Comprehensive Plan. A Grantee must also demonstrate that use of later-enacted ordinances will not conflict with other ordinances to which the development is subject and will not be significantly detrimental to the health, safety, or general welfare of the City. An application to subject a development project to a subsequently enacted development regulation will cause the entire development project to be subject to all subsequently enacted development regulations in effect for the date of that application rather than the

Effective Date, unless the City and the applicable Grantee agree otherwise by amending this VIC DA, which amendment will only apply to the requesting Grantee's portion of the Property and which amendment will not require any other Grantee approval. The Planning Director shall review and either approve the request, or determine that a new application must be submitted without reference to the later-enacted ordinance(s).

5.3 The amount and type of any impact fees associated with a proposed development will not vest, but rather, will be determined for each project specific development application in accordance with then applicable law. Environmental laws or development requirements, including standards related to sustainability and climate action, also will not vest.

5.4 The Property is located within the City's Multifamily Housing Tax Exemption (MFTE) East Vancouver Residential Target Area defined in VMC Section 3.22.030(C)(4) and Developer must apply for the MFTE tax exemption program for any residential development of the VIC Property, in accordance with the eligibility and application criteria of VMC Chapter 3.22 and will diligently initiate and pursue MFTE applications for all residential units developed on the VIC Property in accordance with the application procedures set forth in VMC 3.22.040(E), issuance of a conditional MFTE certificate in accordance with VMC 3.22.040(G), and application and issuance of a final MFTE certificate in accordance with VMC 3.22.040(J) and VMC 3.22.040(K). For any MFTE application approved by the City on the VIC Property, Developer shall, as an independent obligation of this VIC DA comport with all MFTE program requirements, provided that such program requirements are not more restrictive than those established by the City as of this VIC DA Effective Date.

Section 6. VIC Master Plan 2.0. The VIC Master Plan approved in conjunction with an application for a modified master plan (VIC Master Plan 2.0) includes the information provided in this Section 6 and Exhibits B, C, D, E, F, G, & H (including sub-exhibits) of this VIC DA. Exhibit B-1 provides a Master Plan Proposed Land Use Plan; and Exhibit E-1 (Design Guidelines) provides VIC Master Plan 2.0 renderings, depicting the intended look and feel of the fully developed VIC Property. Any inconsistencies between Exhibit B-1 and its sub-exhibits B-2 through B-5 will be resolved in favor of Exhibit B-1. The VIC Master Plan 2.0, attached hereto as Exhibit B-2, is hereby approved and incorporated fully by reference into this VIC DA.

6.1 Land Use Areas. The VIC Master Plan 2.0 contains three Land Use Areas ("LUAs") as well as the Forested Tract and the School LUA consisting of the approximately 20-acre School Property now owned by ESD. The three LUAs for the VIC Property are identified as Light Industrial (IL), Mixed Use (MX), and Residential (R). Exhibit B-1 provides a Full Site Utilization Plan for the VIC Property, identifying the location and intended use for each LUA and depicting an open space overlay. With the exception of the MX LUA, Developer shall submit site plans or subdivision applications, as appropriate for development of the LUAs, or portions thereof, in accordance with Title 20 VMC and the synchronicity and phasing provisions outlined in Sections 6.4 and 6.5, below.

6.2 Allowed Uses. Notwithstanding any limitations contained within the mixed-use provisions of VMC Title 20 to the contrary, the permitted uses for each LUA will be those uses that are permitted for each type of LUA and the School LUA specified in Section 6.1, as of the VIC 2.0 Application Date, as modified by this VIC DA and Exhibit C.

6.3 Development Standards. Although the entire Property is zoned Mixed Use, each LUA will utilize development standards that more closely match its LUA designation, as modified by this VIC DA. For example, parking and lot size standards for the Light Industrial (IL) LUA will be held to the

parking and lot size standards within the IL zoning code, unless otherwise modified by this VIC DA. Parking standards and set back requirements for the Mixed Use (MX) LUA will be subject to the MX zone parking standards, as modified by this VIC DA and the VIC Master Plan 2.0. Attached hereto as Exhibit D is a list of approved development standards for the indicated LUAs that deviate from current VMC and including those that are deemed modified by this DA. Any variations from the applicable VMC development standards (as modified by this VIC DA) will be approved in accordance with VMC Title 20 as of the VIC 2.0 Application Date. Approval of such variations will be granted in accordance with applicable law and sections 7.2e and 7.3 below.

a. Vesting. The Property will vest to the development standards provided in VMC Title 20, applicable to each type of LUA and the School LUA specified in Section 6.1, as of the VIC 2.0 Application Date, as modified by this VIC DA and Exhibit D.

b. New Buildings. Developer shall build 600,000 to 860,000 square feet of new employment square footage (new non-residential, non-parking gross square footage, with approximately 216,000 square feet of that employment square footage to be built in the IL LUA. Developer may build up to 1,800 residential units throughout the VIC Property. Developer may build more than 860,000 square feet of new employment square footage or more than 1,800 residential units only if Developer obtains a new traffic impact analysis, updating the April 28, 2023 Kittelson & Associates Traffic Impact Analysis for the Revised Vancouver Innovation Center (The VIC) Mixed Use Master Plan on file with the City.

c. Building Height. Notwithstanding anything contained within VMC Title 20 to the contrary, MX height standards apply to all LUAs, including the School LUA, throughout the Property (up to 75 feet).

6.4 Synchronicity. The sequencing of development of the various LUAs within the VIC Master Plan 2.0 is critical to achieving a successful mixed-use development and 20-minute community. The VIC Master Plan 2.0 is, at its core, an employment based mixed use development. However, to obtain the on-site traffic recapture and to comply with VMC 20.430.060 (which requires at least 20% of the combined gross floor area of the buildings to be devoted to residential uses), residential development must be properly synchronized with employment land development. Notwithstanding anything to the contrary in VMC chapter 20.430, the following synchronicity rules apply to the timing of development of the LUAs and School LUA.

a. There is no limit on the timing or pace of development of the **light industrial (IL) LUA** depicted on the Master Plan. Developer has already begun and intends to complete renovations and capital improvements in the Existing Building in the IL LUA by December 31, 2023. Residential units in the IL LUA, if any, shall be on the second floor, or above.

b. In the **mixed-use (MX) LUA** depicted in the VIC Master Plan 2.0 the timing and pace of development needs to include a mix of residential and commercial to support development of 20-minute communities.

c. There is no limit on Developer's ability to submit, entitle, and obtain land use approval for developing residential units in the **residential (R) LUA**.

- d.** There shall be no limit on the timing or pace of development of a school on the School Property. If the School Property is not developed into a school, the 20-acre area retains its mixed use (MX) comprehensive plan designation, unless and until the School Property owner applies for and obtains a comprehensive plan/map amendment in accordance with applicable law.

6.5 Phasing. Developer is focusing current development efforts on the interior of the Existing Building. Subsequent development is expected to occur in phases. Each phase of development in the LUAs may overlap with the other and will follow the infrastructure phasing as described in Figure 2 of the April 28, 2023 Kittelson & Associates *Traffic Impact Analysis for the Revised Vancouver Innovation Center (The VIC) Mixed Use Master Plan* on file with the City (the “2023 VIC TIA”), which provides for development in four phases.

6.6 Design Standards. All new building development (except in the School LUA) must comply with this VIC Master Plan 2.0 and the Design Guidelines provided in Exhibit E to this VIC DA. In addition, all new building development (except in the School LUA) must be consistent with the November 2023 Comprehensive Sustainability Plan outlined in Exhibit E-2.

6.7 Parking Plan. Parking will be provided in accordance with the requirements of each LUA, as may be modified by this VIC DA and the VIC Master Plan 2.0, as set forth in Table 1.0 below. Developer and City may coordinate a residential parking permit program within the R-LUA that limits on-street public parking to permitted residents only during certain hours. Not less than 60 days prior to City’s completion of park improvements in the Forested Tract *and* opening that area for public use, Developer will work with each tenant in its commercial and industrial buildings adjacent to the Forested Tract to determine if it is feasible to allow public use of portions of privately constructed parking lots for those buildings during those periods of time employees of tenants are not using such parking lots. If Developer determines in its sole discretion that such parking will not interfere with tenant parking or confidentiality concerns of tenants requiring parking to be limited to employees of tenants only, public use will be allowed in those areas and during hours designated by Developer. As tenants change, lease up of tenant spaces occurs, and the needs of existing tenants change, Developer will reevaluate the availability of parking for public use as provided for herein and notify the City prior to limiting such parking, if any. The City will direct the public to first use the public parking the City provides on land it acquires from Developer adjacent to the Forested Tract that it will make available to the public for parking purposes while accessing the park.

Table 1.0. Revised VIC Master Plan Parking Ratios

Program	VIC Masterplan 2.0
Single Family Attached (TH) within R LUA and MX LUA	1 stall/DU min.
Multifamily within R LUA and MX LUA except for Studios	1.5 stall/DU min.
Senior Housing in all LUAS	0.3 stall/DU min.
Studio units in all LUAs(MP2.0)	1 stall/DU min.

MX LUA (Non-Residential)	2 – 2.5 stalls/ 1,000 SF
IL LUA	Minimum per VMC 20.945.070; no maximum

Developer will be allowed to count on-street public parking immediately adjacent to the respective building for which Developer is seeking to satisfy the LUA parking requirements. Each site plan or subdivision application must demonstrate how it contributes toward compliance of the entire VIC Property with the parking requirements of VMC 20.430.060(C)(2)(h) (including the 25% variance, if necessary) at full VIC Property build out.

6.8 Open Space. Developer shall create various open spaces comprising at least 24 acres throughout the VIC Property. The Developer has proposed open space as an overlay across the VIC Property to provide flexibility in the location of open space. The open space shall be developed in accordance with the VIC Master Plan 2.0 and in compliance with the MX LUA. Such open space does include the Forested Tract for these purposes. Exhibit B-2 to this VIC DA is reflective of how open space may be configured. The Developer may change the depicted locations of such open space without formal approval by the City so long as Developer does not diminish the amount of open space provided on the VIC Property to less than 24 acres.

a. In addition to the Forested Tract and any private residential parks, the open space must include one or more outdoor publicly accessible features to encourage interaction and gathering, centrally located on the Property. Publicly accessible open spaces must equal at least five percent (5%) of the total Property in accordance with VMC 20.430.060(C)(2)(d)(4).

b. Each site plan, subdivision application, or building permit application except within the School LUA must demonstrate compliance with requirements as set forth in VMC 20.430.040(B) for the particular LUA in which it is located with the proviso that no less than 15% of the cumulative area of all approved and pending site plan applications within the Property shall be landscaped. Developer shall provide the City a chart demonstrating compliance with this requirement in conjunction with all such applications.

6.9 Community Park. Developer has set aside the approximately 13.70-acre Forested Tract in the northeast corner of the VIC Property as open space for purposes of forest preservation, open space, public recreation, and natural habitat and Developer has reserved the Park Access Area for a future parking and public entryway to the Forested Tract, with both the Forested Tract and the Park Access Area. Although Developer is willing to retain ownership of the Forested Tract for the uses set forth in this section, the City has expressed a desire to acquire the Forested Tract for development by the City as a public community park. The Forested Tract is part of the open space identified in the VIC Master Plan 2.0. The Forested Tract is more specifically depicted on Exhibit A-2. The Park Access Area is generally depicted on Exhibit A-3.

a. Restrictive Covenant. Developer and City have recorded the Forested Tract Covenant, prohibiting development of the Forested Tract for any purpose other than open space. Such covenant does not prohibit installation of community park amenities. For the purpose of more effective tree canopy preservation, Developer and City shall modify the Forested Tract Covenant within thirty (30) business days of the Effective Date to update the Forested Tract legal description to that attached hereto on Exhibit A-2. The Forested

Tract Covenant cannot be otherwise modified or removed without Vancouver City Council approval.

b. Creditable. Whether or not the City acquires the Forested Tract, it will count toward the open space requirements under applicable chapters of the VMC for a mixed-use master plan. The trees existing within the Forested Tract will be evaluated for any requirement of the VMC and the VIC Master Plan 2.0 applicable to tree preservation, tree unit calculation, tree canopy calculations. Tree density calculations will be based upon a Tree Plan developed by the Developer's project arborist in conjunction with the City of Vancouver Urban Forester and submitted by Developer to the City for review designating trees in the Forested Tract and on the VIC Property either for retention or removal (the "Tree Plan"). Based upon the Tree Plan, tree density calculations for the VIC Property will be established in accordance with VMC Section 20.770.080(B).

c. Creation of Park Parcel. If Developer and the City reach agreement as to the Sale of the Forested Tract, Developer shall cause the creation of separate legal lot from the existing VIC Property, which separate lot will consist of the combined Forested Tract and Park Access Area (the "Park Parcel").

d. Public Acquisition. Provided that the City determines to provide improvements for public use and enjoyment consistent with the community park designated in the City's Capital Facility Plan and consistent with the VIC Master Plan 2.0, the City may seek to acquire the Park Parcel utilizing budgeted and reserved Park Impact Fee funds from the park service area in which the Park Parcel is located (formerly District 4, now designated as District C) in accordance with RCW 82.02.070 for this purpose. Developer and City will negotiate in good faith to enter into a purchase and sale agreement for the Park Parcel pursuant to this VIC DA ("Park PSA"). However, if the Developer and the City cannot reasonably enter into a Park PSA, then the exercise of City's power of eminent domain in order to fulfill a fundamental public purpose by causing the Park Parcel to become a community park will be imminent. Notwithstanding the foregoing, the City must comply with Chapter 8.12 RCW and all applicable laws and procedures for any condemnation action. If Developer and City negotiate and enter into the Park PSA, Developer and City agree as follows:

(i) Fair Market Value. The purchase price to be paid by the City for the Park Parcel shall be determined by the fair market value of the real property as determined by an appraisal dated within 24 months of the effective date of the purchase and sale agreement, using the Uniform Standards of Professional Appraisal Practice ("USPAP") methodologies based on the Park Parcel's best and highest use as a mixed-use zoned property (the "Appraisal Value"). The purchase price to be paid by the City for the Park Access Area portion of the Park Parcel shall be the Appraisal Value and the purchase price to be paid by the City for the Forested Tract portion of the Park Parcel shall be fifty percent (50%) of the Appraisal Value, calculated on the basis of the per square footage valuation.

(ii) Qualified Appraiser. The parties shall attempt to agree on a single MAI real estate appraiser to conduct the USPAP appraisal and share that cost equally. If the parties are unable to agree upon a single appraiser, then the City shall choose an appraiser who shall be a certified general real estate appraiser

licensed by the State of Washington who is a member of the Appraisal Institute of America (MAI) and who has at least five (5) years' commercial appraisal experience in Clark County and who has not been regularly employed or retained as a consultant, appraiser or agent of either party during the prior twelve (12) months (herein "Qualified Appraiser") and Developer shall choose an appraiser who shall also be a Qualified Appraiser. Each Party will pay for the cost of their Qualified Appraiser. If the appraisers are unable to agree upon the Appraisal Value within fifteen (15) days, the two Qualified Appraisers so appointed shall select a third Qualified Appraiser within five (5) days (whose cost will be shared equally between the Developer and the City). Within fifteen (15) days following the selection of a third Qualified Appraiser, a majority of the Qualified Appraisers shall attempt to reach agreement on the Appraisal Value of the Park Parcel. If a majority of the Qualified Appraisers are unable to agree on the Appraisal Value, the three appraisals shall be added together, and their total divided by three; the resulting quotient shall be the Appraisal Value. If, however, the low appraisal and/or high appraisal is more than ten percent (10%) lower and/or higher than the middle appraisal, the lower appraisal and/or the higher appraisal shall be disregarded. If only one appraisal is discarded, the remaining two appraisals shall be added together, and their total divided by two and the resulting quotient shall be the Appraisal Value. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be the Appraisal Value.

(iii) Park Rules. Upon acquisition by the City, the Park Parcel will be subject to the versions of VMC Chapter 15.04 ("Park Rules") and VMC Chapter 15.08 that are in effect as of the VIC 2.0 Application Date.

(iv) Community Park Design. The Park Parcel will be planned to meet the City's current community park standard, as of the Effective Date. The community park master planning and design process for the Park Parcel will consider the Revised Design Standards of this VIC DA, be congruent with the VIC Master Plan 2.0, integrate passive recreation space and natural resource areas, provide public restrooms, accommodate public parking in the Park Access Area, and engage the surrounding community. The Developer shall have input during the Park Parcel planning and design process, which will include a detailed needs and community park site assessment to determine size, scale, and final selection of specific amenities. The Park Parcel design will include a wide variety of amenities that seek to serve all segments of the surrounding community and may include a selection of recreation improvements for organized activities such as sports fields, skate parks, picnic shelters, community gardens, trails, event spaces, and public art and cultural features within the Forested Tract.

(v) Community Park Development. Based on the City's recent community park design efforts, the City anticipates that the following Initial Improvements to the Park Parcel would be constructed within three (3) years of the City's acquisition:

- (1) Preservation of tree canopy and tree density preservation as a design priority;

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- (2) Dedicated public parking, including ADA accessible parking, constructed in the Park Access Area;
- (3) Provision for replacement by the City in accordance with VMC 20.770.080 of any tree density removal from the Park Access Area that is necessitated by parking development with trees planted on-site (within the Property) and restricted from future removal;
- (4) Siting and construction of public restrooms;
- (5) Playground installation;
- (6) Hard surface paths making all major amenities pedestrian accessible; and
- (7) Nature trails, which may be soft surface.

The City will issue a Request for Qualification (RFQ) within sixty (60) days following execution of the Park PSA for a qualified landscape architect to create and implement the Park Parcel design. The Developer shall have input on the RFQ specifications and standards for approval in the City's selection of a qualified landscape architect. The RFQ will allow a thirty (30) day response period, and, assuming a qualified response is received, the City will award the contract within sixty (60) days of the RFQ closing. The City will allow eight (8) months from the award of contract for a community park design draft and an additional two (2) months for issuance of Initial Improvements plans and specifications.

The City will report annually to the VIC on progress made to complete the Initial Improvements design, planning, and construction. The City must demonstrate commercially reasonable efforts to meet major milestones and to budget adequate funds to timely complete the Initial Improvements. The VIC will notify the City of any perceived deficiencies in performance within thirty (30) days of receipt of such progress report.

Should Developer and the City fail for any reason to enter into the Park PSA for the Forested Tract, and further, should the City institute a condemnation proceeding to acquire the Forested Tract, nothing included in this VIC DA may be used by the City as evidence in such proceeding as to the Developer's willingness to sell the Forested Tract to the City or for purposes of demonstrating public use and necessity.

6.10 Landscape Plan. Once developed in accordance with the VIC Master Plan 2.0, the Property will have more tree canopy coverage than the Property currently enjoys, with a target of 47.7 acres of tree canopy for the VIC Property, equal to more than the City's aspirational target of 30%. Developer shall submit more detailed landscape plans with each site plan/subdivision application, detailing the drought-resistant, native plants that will be used in each LUA, demonstrating compliance with tree density requirements in VMC 20.770.080, and demonstrating progress toward the 5-, 10-, 15-, and 20-year tree canopy targets. Landscaping throughout the Property and the School Property will be consistent with and complimentary to the native plants in the Forested Tract.

6.11 Mixed-Use Slow Street Corridor. Within the IL LUA and MX LUA, there is an identified mixed-use corridor created by a loop road that rings the Existing Building and plaza.

Improvements adjacent to the ring road within the MX LUA must have predominantly active commercial uses on first floor of frontages facing the ring road. Development of all improvements adjacent to the ring road in the MX LUA must be at least three-stories high and have a setback from the ring road of no more than 20 feet, unless there is a public plaza, market, or pavilion in the setback. Parking for buildings on the ring road must be located behind buildings and/or effectively buffered from the ring road. Notwithstanding the above, the planning official shall have the ability to deviate from specific aspects of these Mixed-Use Slow Street Corridor requirements (including but not limited to building height, number of floors and setback requirements) to the extent that the plan proposed is in keeping with the overall vision of an activated commercial street and otherwise compliant with building code. The mixed-use corridor must be attractive, active and accessible and the Developer must coordinate wayfinding for the ring road with the City.

6.12 Compliance. Developer shall comply with this VIC DA and the VIC Master Plan 2.0 – including but not limited to all associated exhibits. All development proposed within an LUA, other than the School LUA, by an entity other than Developer will be reviewed by a design review committee, chaired by Developer, to ensure compliance with the VIC Master Plan 2.0, the VIC DA.

Section 7. Master Plan Revisions. There are three categories of VIC Master Plan 2.0 revisions: Major, Minor, and De Minimis revision requests. Developer may request Major revisions to the VIC Master Plan 2.0 no more than once in any calendar year, unless mutually agreed to by the City. All proposed revisions shall be considered under the approval criteria identified below.

7.1 Major Revisions. Requests to modify or revise the VIC Master Plan 2.0 as follows are deemed Major and subject to a Type IV review process, requiring concurrent amendment of this VIC DA.

- a. Greater than 10% increase in total residential units on the VIC Property, except as provided in Section 6.3;
- b. A reduction of non-residential square footage on the VIC Property by more than 10%;
- c. Increase of parking by more than 10%;
- d. Greater than 10% decrease in the amount of open space approved in the VIC Master Plan 2.0;
- e. New uses not included in the VIC Master Plan 2.0 and this VIC DA;
- f. Changes in the boundaries between LUAs that alter the total acreage of any LUA by more than 10%;
- g. A change from a residential use to any other use for structures along the Forested Tract; and
- h. Development of the School Property for any purpose other than as a school, to modify the use limitation in Exhibit C and address the requirements of VMC 20.430.060(C)(2)(e)(4).

7.2 Minor Revisions: The following will be considered Minor Revisions to the VIC Master Plan 2.0, subject to Type II Review:

- a. Access points of any LUA provided the resulting site plan or subdivision proposal is consistent with the Full Site Utilization Plan;

- b.** New buildings, so long as the additional development can be accommodated with only minor changes to the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, in the approved Master Plan;
- c.** Significant changes to street locations or capacity, as determined by the Planning Director;
- d.** Reduction of parking by more than 10%;
- e.** Approval of development and design standard variations in excess of the variations allowed by applicable VMC; and
- f.** Any other changes that are not Major Revisions, that the Planning Director or Parks and Recreation Director, regarding changes to the Forested Tract, determines are not de minimis.

7.3 De Minimis Revisions: The Planning Director may review and approve any change to the VIC Master Plan 2.0 that are not specifically addressed above, if the Planning Director determines such change to be de minimis.

7.4 Approval Criteria. All Major, Minor, and De Minimis changes to the VIC Master Plan 2.0 will be reviewed according to the following approval criteria:

- a.** The proposed change meets the intent of the adopted VIC Master Plan 2.0;
- b.** The proposed change will not result in a substantial impact to transportation, water, sewer or storm water management systems, after considering all mitigation plans;
- c.** The proposed change will not result in adverse impacts to adjacent properties or uses, after considering all mitigation plans; and
- d.** The proposed change is consistent with the then current Vancouver Municipal Code and Vancouver Comprehensive Plan.

Section 8. Parcelization. Developer may divide the VIC Property into separate legal lots so long as those lots are created utilizing the land division processes or exemptions thereto contained in applicable law and are not inconsistent with the VIC Master Plan 2.0 and this VIC DA. Any new parcel or lot thereby created will be bound by the terms and conditions of the VIC Master Plan 2.0 and this VIC DA.

Section 9. Park Impact Fee Credits and Reductions. Developer shall be entitled to Park Impact Fee exemptions and reductions available by law, including but not limited to VMC 20.915.080 and .090.

Section 10. Traffic and Trips.

10.1 Retained Traffic Capacity. Exhibit F to this VIC DA sets forth the AM peak hour trips, PM peak trips and total vehicle trips per day that were reserved under the Restated DA and remain reserved through this VIC DA, hereunder. Also attached as part of Exhibit F is the VIC Site Trip Generation Estimate provided in Table 4 of the 2023 VIC TIA.

10.2 Surrendered Traffic Capacity. Exhibit G to this VIC DA sets forth the AM peak hour trips, PM peak hour trips and total vehicle trips per day that were vested and reserved under the Restated DA, and trips surrendered to the City through the Original Development Agreement.

10.3 Trip Utilization Accounting. Grantee shall prepare a Transportation Compliance Letter for each proposed new development site, in conjunction with site plan application to document the

utilization of vested, retained traffic capacity. Trips generated by the Forested Tract will not be charged against the Retained Traffic Capacity. The Transportation Compliance Letter for each proposed new development must provide:

- a.** The number of net new weekday daily, weekday AM peak hour and weekday PM peak hour trips estimated to be generated by the proposed use based on trip rates in the *Trip Generation Manual, 11th Edition* as published by the Institute of Transportation Engineers, or the then-current version as agreed between the parties, for the site. Internal trip allocations will be documented following the assumptions made in the 2023 VIC TIA.
- b.** A debiting summary comparing the total net new weekday AM peak hour and weekday PM peak hour trips vested to the VIC Property (as set forth in Exhibit F attached hereto), net new weekday AM and PM peak hour trips consumed to date, and net new weekday AM and PM peak hour trips remaining for future development after accounting for approved and proposed site development(s).
- c.** The net new Weekday PM peak hour site-generated trips associated with the proposed development, projected to travel through the SR-14/SE 192nd Avenue westbound terminal will be developed using the trip distribution pattern identified in Figure 5 of the 2023 VIC TIA, as set forth on Exhibit F attached hereto as most applicable to the proposed use.
- d.** The net new Weekday PM peak hour site-generated trips associated with the proposed development projected to travel through the SE 20th Street/SE 176th Avenue intersection will be developed using the trip distribution pattern identified in Figure 5 of the 2023 VIC TIA, as set forth on Exhibit F attached hereto as most applicable to the proposed use.
- e.** The net new Weekday PM peak hour site-generated trips associated with the proposed development projected to travel through the SE 34th Street/SE 192nd Avenue will be developed using the trip distribution pattern identified in Figure 5 of the 2023 VIC TIA, as set forth on Exhibit F attached hereto as most applicable to the proposed use.
- f.** In the event the sum of the total net new trips generated by a development within the VIC Property plus the sum of total net new trips previously allocated to development within the VIC Property exceed the total net new weekday AM and PM peak hour trips vested to the VIC Property in Exhibit F, Developer shall prepare a new traffic impact analysis to assess the impact of the excess trips.

Section 11. Transportation Improvements. Developer agrees to construct those transportation improvements and dedicate necessary right of away identified in Exhibit H to this VIC DA. Timelines will be established by the individual project phases identified in Table 1 of the 2023 VIC TIA. Notwithstanding anything to the contrary in this VIC DA, the City Transportation Manager may approve changes to the individual project phases in Table 1; such changes will not be considered revisions to this VIC DA. Developer's efforts to improve the Existing Building will not be contingent upon or require the development of any Transportation Improvements as a condition of approval. Developer may pay to have the City, or a third party, construct the transportation improvements in whole, or in part. If the total number of trips allocated to the VIC Property remain below the vested, Retained Traffic Capacity provided in Exhibit F, Developer shall not be obligated to accomplish any other transportation improvements or other

transportation mitigation as a condition of approval for any development on the Property. In the event the total net new trips generated by a proposed development on the VIC Property triggers the requirements of Section 10.3f above, Developer may be required to accomplish transportation improvements or mitigation measures related solely to the impact of those excess trips.

Section 12. “Proportionate Share” Payments. Although the estimated trips for the Property are already vested, and thus future development of the VIC Property pursuant to this VIC DA will not increase the presently calculated burden on the City’s transportation system, Developer voluntarily agrees to pay fees as outlined in this section, as if it were participating in a “proportional share” transportation impact overlay area. Notwithstanding anything to the contrary herein, Developer’s efforts to improve the Existing Building will not be contingent upon or require the development of any “Proportionate Share” payments. Prior to building occupancy permit issuance for any new building to be built on the VIC Property, Developer shall pay:

12.1 A \$2,000 “proportionate share” fee for each weekday PM peak hour site-generated trip projected to travel through the **SR-14/SE 192nd Avenue** westbound terminal intersection, as documented in the Trip Compliance Letter;

12.2 A \$400 “proportionate share” fee for each weekday PM peak hour site-generated trip projected to travel through the **SE 176th Avenue/SE 20th Street** intersection, as documented in the Trip Compliance Letter.; and

12.3 A \$150 “proportionate share” fee for each weekday PM peak hour site-generated trip projected to travel through the **SE 34th Street/SE 192nd Avenue** intersection, to reconstruct that intersection to a concrete surface, as documented in the Trip Compliance Letter. The precise amount of this fee will be calculated and mutually agreed upon between the City of Vancouver Streets/Transportation Manager and Developer. Such an agreement will not require a revision of this VIC DA.

12.4 Any other proportionate share projects that have been developed by the City as of the Effective Date of this VIC DA as set forth on Exhibit I to this VIC DA and to which development of the VIC Property will distribute new peak hour trips .

Section 13. SE 29th Street. The City shall add SE 29th Street between SE 176th Avenue and SE 192nd Avenue, including all roadways, sidewalks, lighting, landscaping roundabout on 176th to access 29th Street and signalized intersection at 192nd to its Capital Facilities Plan by way of the Spring 2024 Supplemental Budget process and its Transportation Impact Fee (TIF) Program project list, in accordance with VMC 20.915.090(A)(1) and pursuant to Developer timely providing the City with an engineered cost estimate that reflects the value of the public works prevailing wage construction cost unit price. Additionally, although not required for these improvements to qualify for TIF credits, the City will consider adding SE 29th Street (between 176th Avenue and 192nd Avenue) to its 2025-2030 Six-Year Transportation Improvement Program, which will be finalized and approved by City Council on or before June 30, 2024. The VIC Property requires access onto both SE 176th Avenue and SE 192nd Avenue from SE 29th Street and Developer is obligated to design and construct SE 29th Street between SE 176th Avenue and SE 192nd Avenue, including a single lane roundabout at SE 176th Avenue and a traffic signal at SE 192nd Avenue.

Section 14. Traffic Impact Fee Credits and Reductions.

14.1 As provided herein, Developer shall construct SE 29th Street from 176th Avenue through the VIC Property to 192nd Avenue as conceptually shown on the VIC Master Plan 2.0, based on the project phases in the 2023 VIC TIA. Notwithstanding VMC 20.915.090(A)(3), Grantee shall be entitled to traffic impact fee (TIF) credits based on the actual cost to design and construct the SE 29th Street

improvements up to the amount of traffic impact fees that will be imposed on the Property site plan developments. TIF credits earned for SE 29th Street shall be remitted for all developments on the Property.

14.2 Grantee shall be entitled to Traffic Impact Fee reductions in accordance with VMC 20.915.090(D).

Section 15. Sustainability and Environment. Environmental laws or development requirements shall not vest for the Property. Grantee shall comply with all current environmental law requirements including standards related to sustainability and climate action such as the City's Interim Green Building Policy which are in effect and applicable at the time of development approval for any project within the Property and, for Developer, as set forth in the Developer's Sustainability Plan (Exhibit E-2).

Section 16. Reserved Authority of City. Anything in this VIC DA to the contrary notwithstanding, the City shall have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B.170 to the extent that such threat is proximate cause, or is proximately aggravated by the impacts of the proposed development of the Property, or any portion thereof; provided, however that such action will only be taken by legislative act of the Vancouver City Council after appropriate public process, Developer reserves all rights to contest and/or appeal the implementation of such new or different regulation(s) and further reserves the right to seek any damages they may be lawfully entitled to, to the extent such new or different regulation(s) impact(s) property rights conveyed under this VIC DA.

Section 17. Miscellaneous Provisions

17.1 Counterparts. This VIC DA may be executed in counterparts; however, all signature pages will be recorded together, and the complete recorded VIC DA constitutes the final instrument.

17.2 Termination. This VIC DA will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

17.3 Authorization. The persons executing this VIC DA on behalf of City and Developer are authorized to do so and, upon execution by such parties, this VIC DA will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this VIC DA and to consummate or cause to be consummated the transactions contemplated hereby.

17.4 Run with the Land. This VIC DA will run with the land and inure to the benefit of and be binding on the Parties' successors and assigns and will be recorded with the County Auditor.

17.5 Public Hearing. The City's authority to execute this VIC DA is granted by the Vancouver City Council in accordance with the requirements of VMC Chapter 20.250.

17.6 Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to first meet and confer with the intent to amicably resolve the disagreement. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

17.7 Venue. This VIC DA will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

17.8 Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this VIC DA or to interpret or enforce any rights or obligations hereunder, the

prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal, or by any mediator, arbitrator, hearing examiner, or other dispute review, in addition to all other amounts provided by law.

17.9 Performance. In the event either Party fails to perform the terms and provisions of this VIC DA, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) will constitute a default under this VIC DA. Any notice of default must specify the nature of the alleged default and, where appropriate, the way the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, will be deemed to be a cure within the sixty (60) day period. Upon a default that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this VIC DA. If the default is cured, then no default exists, and the noticing Party shall take no further action.

17.10 Severability. If any portion of this VIC DA will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this VIC DA is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

17.11 Inconsistencies. If any provisions of the VMC and land use regulations are deemed inconsistent with this VIC DA, the provisions of this VIC DA will prevail, excepting the City's reserved authority described above and in accordance with VMC 20.250.020(A).

17.12 Amendments. This VIC DA and its Exhibits may only be amended as provided herein. Where specific amendment or revision clauses are not provided in this VIC DA, then all other amendments or revisions to this VIC DA will be made only by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records. Agreement by the City may only be obtained through a Type IV legislative proceeding.

17.13 Survival. Any covenant or condition set forth in this VIC DA, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this VIC DA, will survive the expiration or earlier termination of this VIC DA and will remain fully enforceable thereafter.

17.14 No Benefit to Third Parties. The Parties are the only parties to this VIC DA and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this VIC DA. There are no third-party beneficiaries.

17.15 Entire Agreement. This VIC DA supersedes the Original DA, the First Amendment to DA, the Second Amendment to DA, and the Restated DA in their entirety. This VIC DA, as amended from time to time, constitutes the entire agreement between the Parties as to the subject matter.

17.16 Non-Waiver. Waiver by any Party of strict performance of any provision of this VIC DA will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this VIC DA will be a waiver of only that provision. A

waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

17.17 Interpretation of VIC DA; Status of Parties. This VIC DA is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this VIC DA. Nothing contained in this VIC DA will be construed as creating the relationship of principal and agent, partners, joint ventures, or any other similar relationship between the Parties.

17.18 Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this VIC DA to carry out the intent of this VIC DA.

17.19 Term. The Term of this VIC DA continues the Term of the Restated DA and therefore is 15 years from the effective date of the Restated DA, commencing on September 15, 2021 and expiring on September 14, 2036. The Term of this VIC DA may be extended after public hearing by the Vancouver City Council.

17.20 List of Exhibits

- A Property Legal Descriptions
 - A-1 VIC Property Legal Description
 - A-2 Legal Description of Forested Tract
 - A-3 Diagram of the Proposed Park Access Area
 - A-4 School Property Legal Description
- B VIC Master Plan 2.0
 - B-1 VIC Master Plan 2.0
 - B-2 Site Open Space Plan
 - B-3 Site Plan Mobility
 - B-4 Site Streetscape Plan
 - B-5 Site Trail Sections Plan
- C Allowed Uses
- D Approved Development Standards
- E Design Standards
 - E-1 Revised Design Guidelines (Appendix F)
 - E-2 November 2023 Comprehensive Sustainability Plan
- F Retained Traffic Capacity
- G Restated DA Surrendered Traffic Capacity
- H Transportation Improvements

[SIGNATURE PAGES FOLLOW]

DRAFT 03/19/2024

CITY OF VANCOUVER, a Washington municipal corporation

By: _____

Date: _____

By: Eric Holmes, City Manager

PO Box 1995

Vancouver, WA 98668-1995

Attest:

By: _____

By: Natasha Ramras, City Clerk (or designee)

Approved as to form only:

By: _____

By: Jonathan Young, City Attorney (or designee)

STATE OF WASHINGTON }
 } SS
COUNTY OF CLARK }

I certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20____.

By: _____

Notary Public in and for the State of Washington

My appointment expires: _____

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 19

DRAFT 03/19/2024

THE VIC BUILDING OWNER, LLC, a Delaware limited liability company

By: _____

Date:_____

By: Joshua Rabina, Manager

505 5th Avenue, FL 27

New York, NY 10017-4907

[illegible]

I certify that I know or have satisfactory evidence that Joshua Rabina is the person who appeared before me, acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the Manager of The VIC Building Owner LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

By: _____

Notary Public in and for the State of _____

My appointment expires: _____

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 20

DRAFT 03/19/2024

EVERGREEN SCHOOL DISTRICT NO. 114, a Washington public school district

By: _____
Print Name: _____
Title: _____

Date: _____

13413 NE LeRoy Haagen Memorial Drive
Vancouver, WA 98684

Approved as to Form:

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON}

} SS

COUNTY OF CLARK }

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the Superintendent of Evergreen School District No. 114, a Washington public school district, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20____.

By: _____

Notary Public in and for the State of Washington

My appointment expires: _____

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 21

DRAFT 03/19/2024

EXHIBIT A –Property Legal Descriptions
See Exhibits A-1, A-2, A-3, and A-4

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 22

EXHIBIT A-1 – VIC Property Legal Description

VANCOUVER INNOVATION CENTER
NEW LAND PARCEL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 6 AND WITHIN THE WILLIAM SIMMONS DONATION LAND CLAIM AND THE HUTSON MARTIN DONATION LAND CLAIM OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6 A DISTANCE OF 1,298.25 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS;

THENCE NORTH 89°09'22" WEST ALONG SAID NORTH LINE 146.43 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED ON JULY 2, 2001, UNDER AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS, AND SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°09'22" WEST 2,938.82 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE EVERGREEN SCHOOL DISTRICT BY DEED RECORDED ON DECEMBER 2, 2021, UNDER AUDITOR'S FILE NO. 5994981, CLARK COUNTY DEED RECORDS;

THENCE ALONG THE EASTERLY, SOUTHEASTERLY AND SOUTHERLY LINE OF SAID EVERGREEN SCHOOL DISTRICT TRACT THE FOLLOWING 9 COURSES:

THENCE SOUTH 00°00'00" EAST 500.54 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 384.00 FOOT RADIUS AND A TANGENT BEARING OF SOUTH 62°34'05" WEST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°21'40" AN ARC DISTANCE OF 69.44 FEET; THENCE SOUTH 52°12'25" WEST 178.45 FEET; THENCE NORTH 82°47'35" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 94.58 FEET; THENCE SOUTH 07°12'25" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 146.08 FEET TO A 459.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE

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RIGHT, THROUGH A CENTRAL ANGLE OF 38°39'23" AN ARC DISTANCE OF 309.68 FEET;
THENCE NORTH 89°08'12" WEST 315.12 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SE
176 AVENUE AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO CLARK COUNTY BY DEED
RECORDED ON DECEMBER 15, 1992, UNDER AUDITOR'S FILE NO. 9212150216, CLARK
COUNTY DEED RECORDS;

THENCE SOUTH 01°24'06" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1,062.67 FEET TO A
POINT ON THE NORTH LINE OF THAT TRACT CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 BY DEED
RECORDED ON MAY 29, 1991, UNDER AUDITOR'S FILE NO. 9105290001, CLARK COUNTY DEED
RECORDS; THENCE SOUTH 88°35'54" EAST ALONG THE NORTH LINE OF SAID PUBLIC UTILITY DISTRICT
NO. 1 TRACT 240.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°24'06" WEST
ALONG THE EAST LINE OF SAID PUBLIC UTILITY DISTRICT NO. 1 TRACT 200.00 FEET; THENCE NORTH
88°35'54" WEST ALONG THE SOUTH LINE OF SAID PUBLIC UTILITY DISTRICT NO. 1 TRACT 240.00 FEET
TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SE 176 AVENUE;

THENCE SOUTH 01°24'06" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 29.97 FEET TO A 20.00
FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
ANGLE OF 90°12'09", AN ARC DISTANCE OF 31.49 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF
SE 34TH STREET AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO CLARK COUNTY BY DEED
RECORDED ON MAY 20, 1981, UNDER AUDITOR'S FILE NO. 8105220165, CLARK COUNTY DEED
RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SE 34TH STREET THE FOLLOWING 6
COURSES:

THENCE SOUTH 88°48'02" EAST 27.61 FEET; THENCE NORTH 87°23'07" EAST 180.40 FEET;
THENCE SOUTH 88°48'02" EAST 334.64 FEET TO A 158.00 FOOT RADIUS CURVE TO THE
RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF
16°15'37", AN ARC DISTANCE OF 44.84 FEET TO A REVERSE 142.00 FOOT RADIUS CURVE TO
THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
16°15'37", AN ARC DISTANCE OF 40.30 FEET; THENCE SOUTH 88°48'02" EAST 333.39 FEET;

THENCE NORTH 00°00'00" EAST 500.00 FEET; THENCE NORTH 86°54'05" WEST 505.09 FEET; THENCE
NORTH 10°07'21" EAST 783.74 FEET; THENCE SOUTH 88°47'22" EAST 273.39 FEET TO A POINT ON A
NON-TANGENT CURVE WITH A 758.67 FOOT RADIUS AND A TANGENT BEARING OF NORTH 27°10'22"
EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF
33°54'13", AN ARC DISTANCE OF 448.93 FEET TO A COMPOUND 964.50 FOOT RADIUS CURVE TO THE
RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 60°00'00", AN
ARC DISTANCE OF 1,010.02 FEET TO A COMPOUND 758.67 FOOT RADIUS CURVE TO THE RIGHT;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°12'46", AN ARC
DISTANCE OF 453.03 FEET; THENCE SOUTH 88°47'22" EAST 49.32 FEET; THENCE SOUTH 00°29'34"
EAST 467.66 FEET; THENCE SOUTH 01°10'04" WEST 687.42 FEET; THENCE NORTH 90°00'00" WEST
346.47 FEET; THENCE SOUTH 00°00'00" EAST 156.42 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE
OF SE 34TH STREET;

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THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SE 34TH STREET THE FOLLOWING 5 COURSES:

THENCE SOUTH 88°48'02" EAST 119.59 FEET TO A 158.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC DISTANCE OF 44.84 FEET TO A REVERSE 142.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC DISTANCE OF 40.30 FEET; THENCE SOUTH 88°48'02" EAST 152.46 FEET TO A 1,960.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°31'04", AN ARC DISTANCE OF 17.71 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS;

THENCE NORTH 42°14'08" EAST ALONG SAID SOUTHEASTERLY LINE 1,445.22 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,232.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 07°57'57" EAST INTO SAID CURVE; SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED ON JULY 2, 2001, UNDER AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING 13 COURSES:

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°59'09", AN ARC DISTANCE OF 128.71 FEET; THENCE NORTH 33°32'33" EAST 89.29 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,205.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 17°57'18" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°45'02", AN ARC DISTANCE OF 15.79 FEET; THENCE NORTH 25°08'40" WEST 57.66 FEET; THENCE NORTH 22°27'30" EAST 79.99 FEET; THENCE NORTH 70°02'48" EAST 14.92 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 24°46'53" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°38'24", AN ARC DISTANCE OF 78.46 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,085.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 28°14'11" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08", AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN SE 34TH STREET, SE 176TH AVENUE, AND SE 192ND AVENUE.

CONTAINING 93.47 ACRES, MORE OR LESS

DRAFT 03/19/2024

EXHIBIT A-2 – Forested Tract Legal Description



17356LD_FOREST PARCEL
1/23/2023
GAH

VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A
VANCOUVER INNOVATION CENTER
FOREST PARCEL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS; THENCE NORTH 89°09'22" WEST ALONG SAID NORTH LINE, A DISTANCE OF 146.43 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET;

THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET;

THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET;

THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 66.26 FEET;

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FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 26

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THENCE SOUTH 52°42'23" EAST 55.11 FEET; THENCE SOUTH 19°16'23" EAST 29.23 FEET; THENCE SOUTH 04°58'07" EAST 26.82 FEET; THENCE SOUTH 59°04'57" EAST 53.41 FEET; THENCE SOUTH 48°14'21" EAST 31.31 FEET;

THENCE SOUTH 59°35'41" EAST 57.85 FEET; THENCE SOUTH 55°08'35" EAST 28.97 FEET; THENCE SOUTH 65°30'39" EAST 61.99 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 25°20'21" EAST INTO SAID CURVE; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING 7 COURSES:

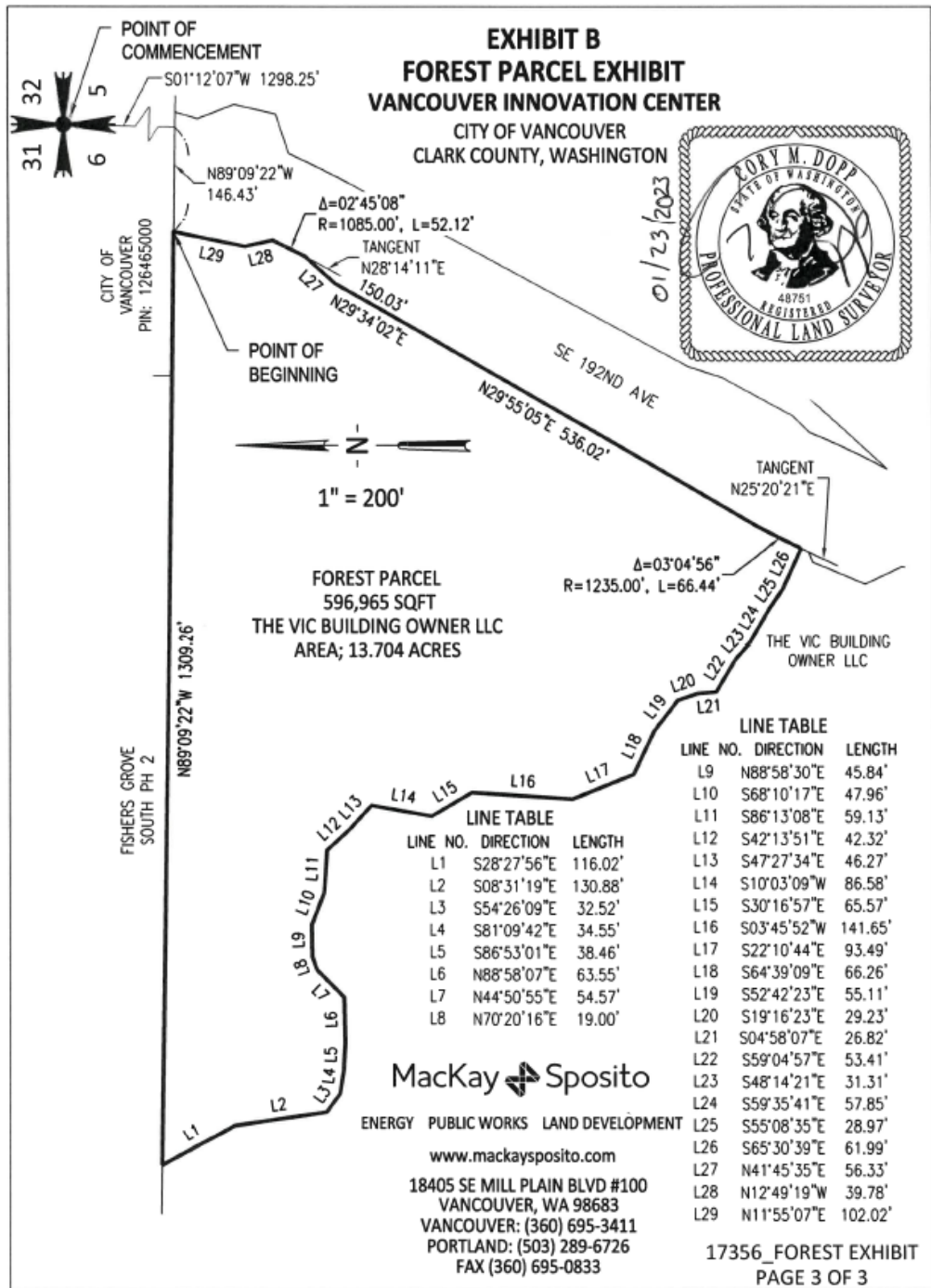
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°04'56", AN ARC DISTANCE OF 66.44 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,085.00 RADIUS AND A TANGENT BEARING OF NORTH 28°14'11" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08" AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THERE FROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

CONTAINING 13.704 ACRES, MORE OR LESS.



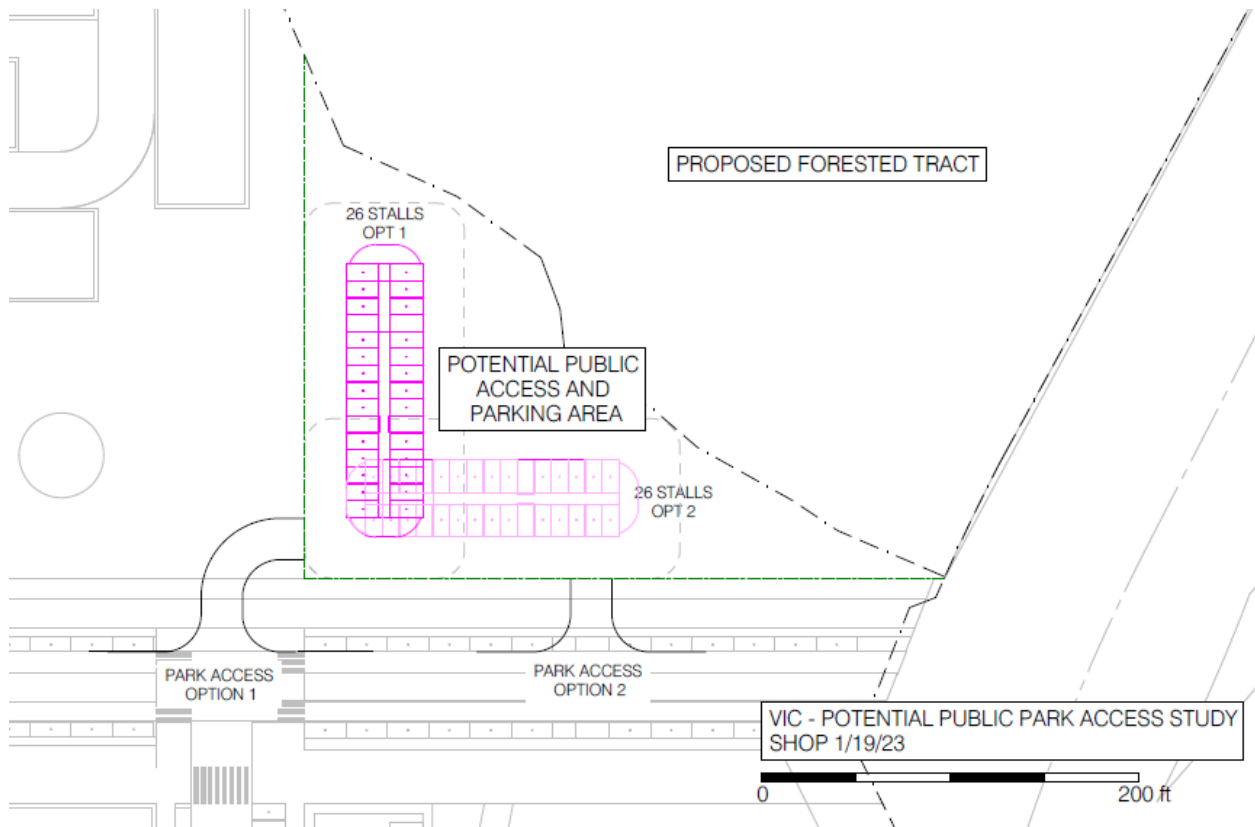
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FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 28

EXHIBIT A-3 – Park Access Area Legal Description

[Insert legal description of the property adjacent to the Forested Tract but exempt from the covenant, intended for use as park parking to be acquired at Fair Market Value (MX) and improved by the City.]



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EXHIBIT A-4 – School Property Legal Description (Parcel 986060362)



17356LD1
10/29/2020
GAH

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A
VANCOUVER INNOVATION CENTER
PROPOSED EVERGREEN PARCEL DESCRIPTION

REAL PROPERTY SITUATED WITHIN THAT TRACT OF LAND CONVEYED TO S-E INC., UNDER AUDITOR'S FILE NO. 4577169, CLARK COUNTY DEED RECORDS, LOCATED IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S-E INC. PARCEL AS SHOWN ON A MACKAY AND SPOSITO RECORD-OF-SURVEY, DATED JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS; THENCE SOUTH 89°09'22" EAST ALONG THE NORTH LINE OF SAID S-E INC. PARCEL 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SE 176TH AVENUE AND THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°09'22" EAST 1048.46 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°00'00" EAST 500.54 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 384.00 FOOT RADIUS AND A TANGENT BEARING OF SOUTH 62°34'05" WEST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°21'40" AN ARC DISTANCE OF 69.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 52°12'25" WEST 178.45 FEET; THENCE NORTH 82°47'35" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 94.58 FEET; THENCE SOUTH 07°12'25" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 146.08 FEET TO A POINT ON A 459.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°39'23" AN ARC DISTANCE OF 309.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°08'12" WEST 315.12 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 01°24'06" EAST ALONG SAID EAST LINE 963.24 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SE 176TH AVENUE.

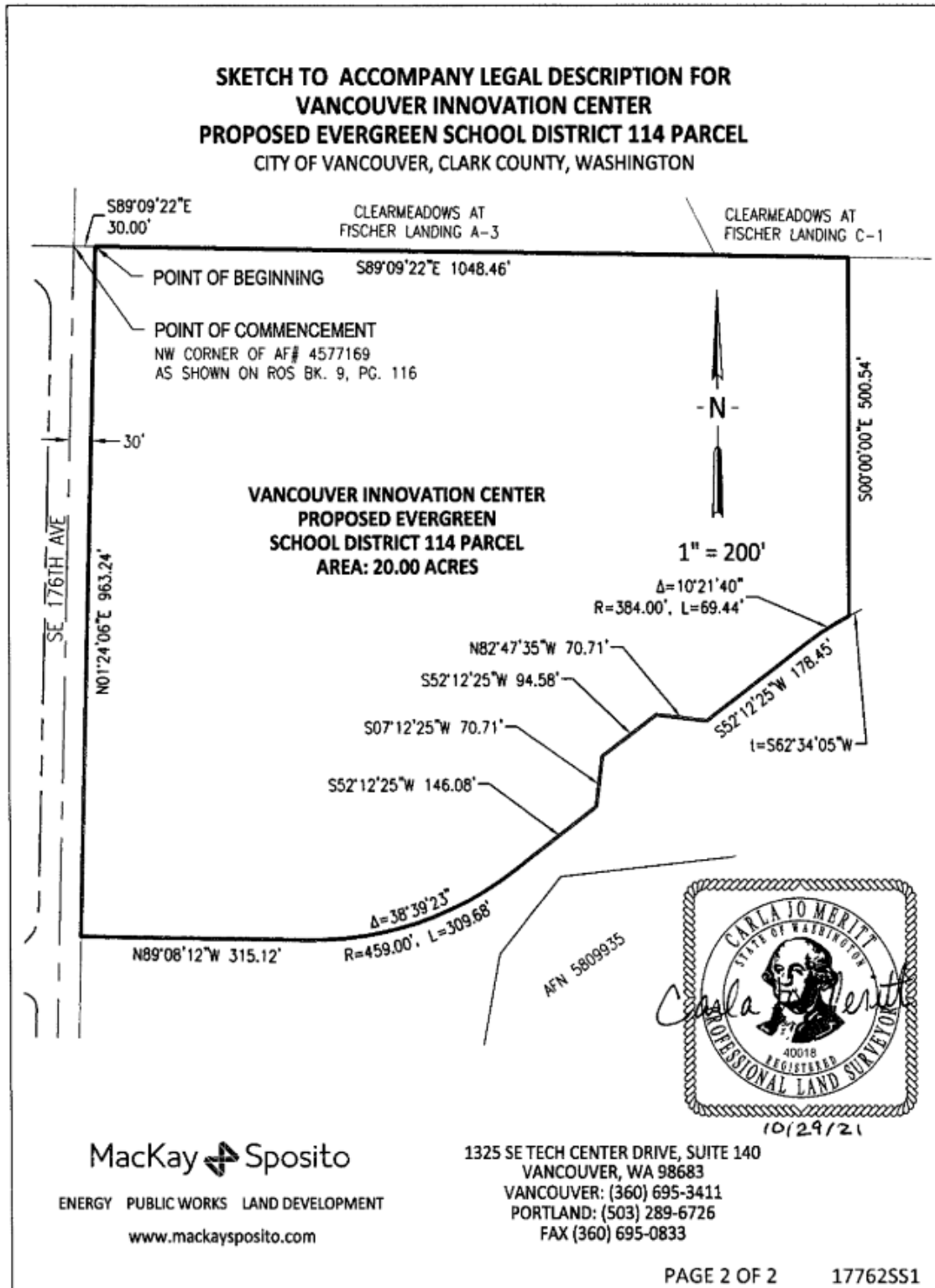
CONTAINING 20.00 ACRES



1 of 2

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 30

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EXHIBIT B – VIC Master Plan 2.0

EXHIBIT B-1 –MASTER PLAN LAND USE

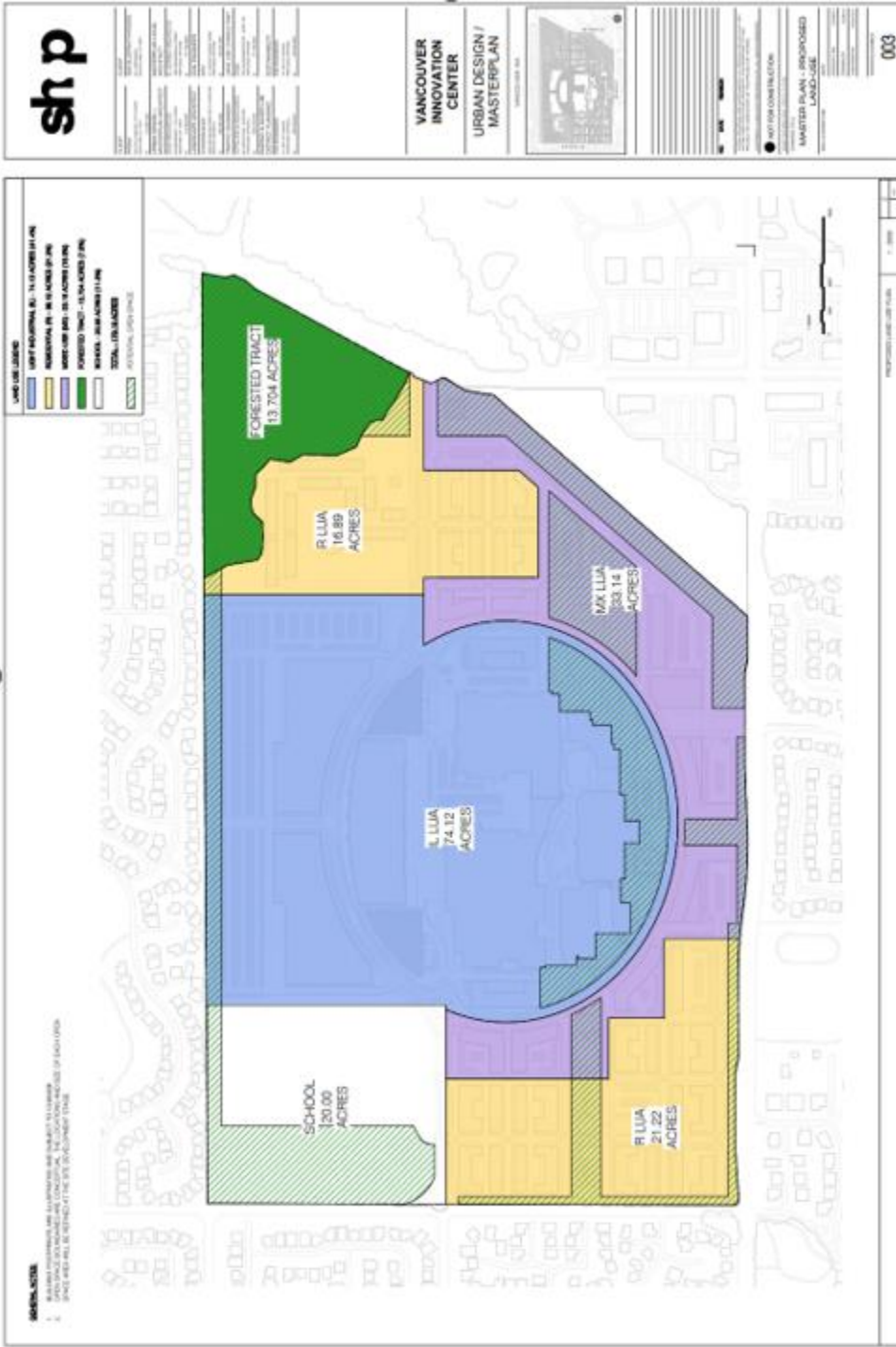


EXHIBIT B-2 – SITE PLAN OPEN SPACE

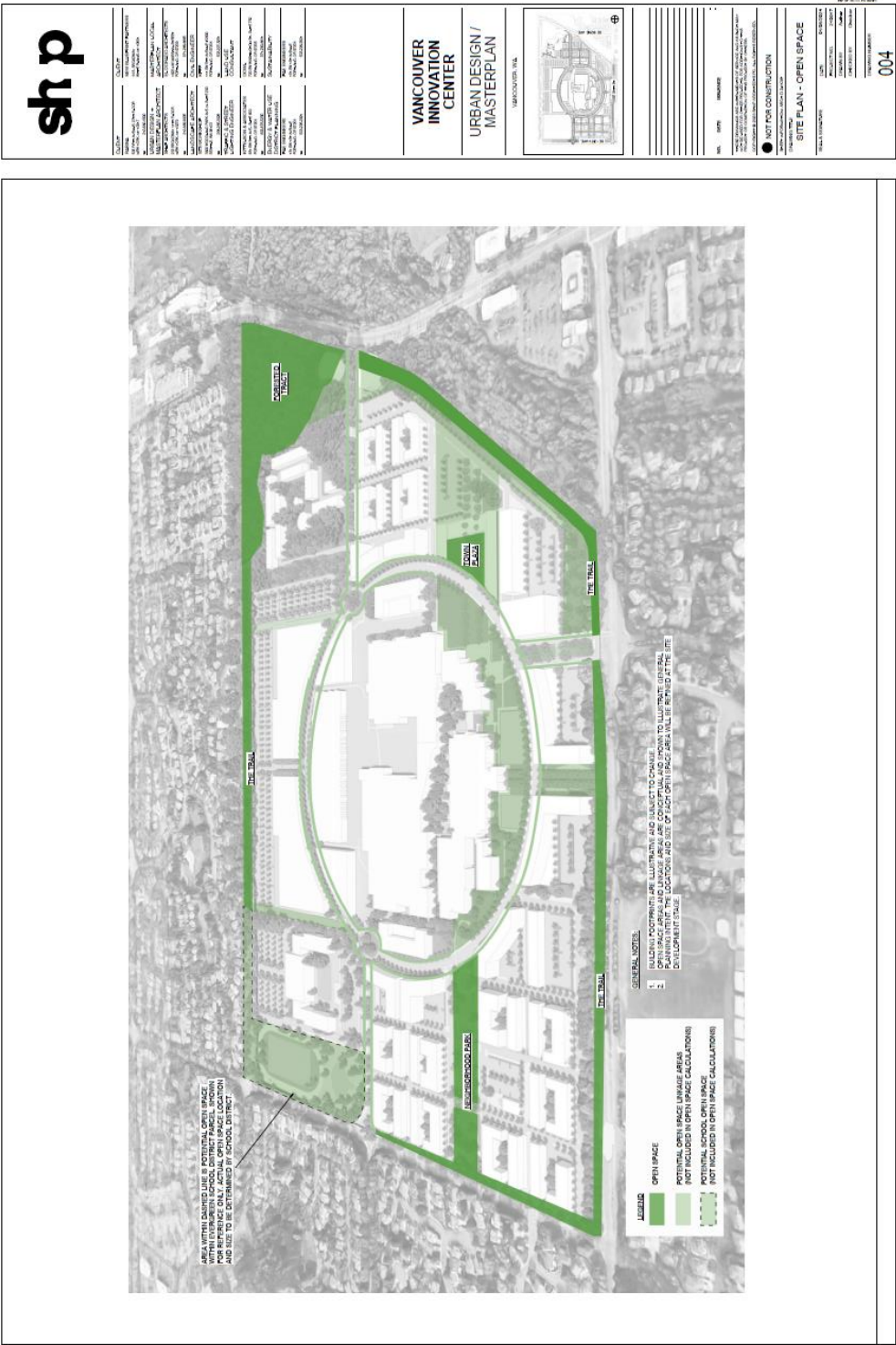
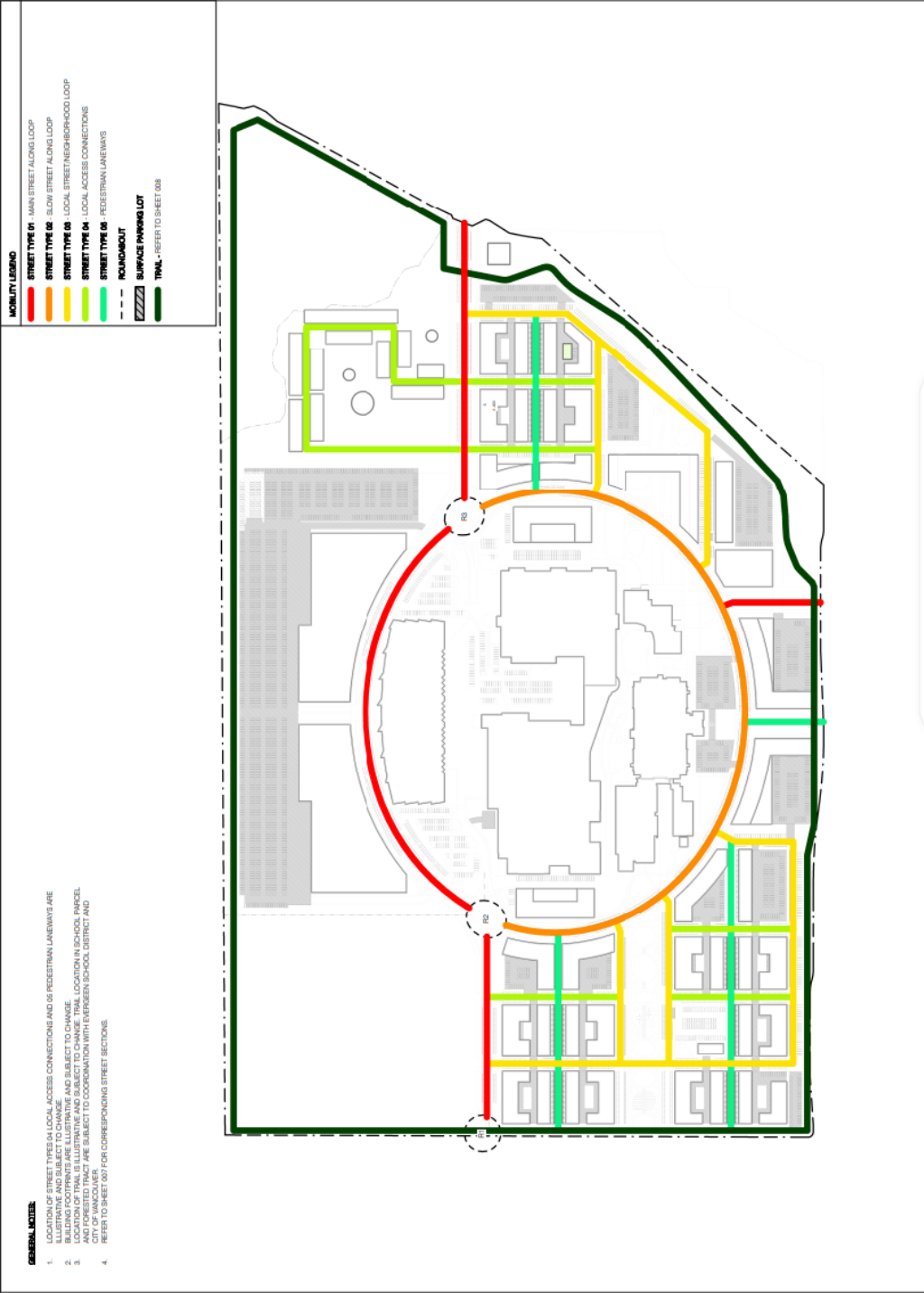


EXHIBIT B-3 – SITE PLAN MOBILITY



EXHBIT B-5 – TRAIL SECTIONS

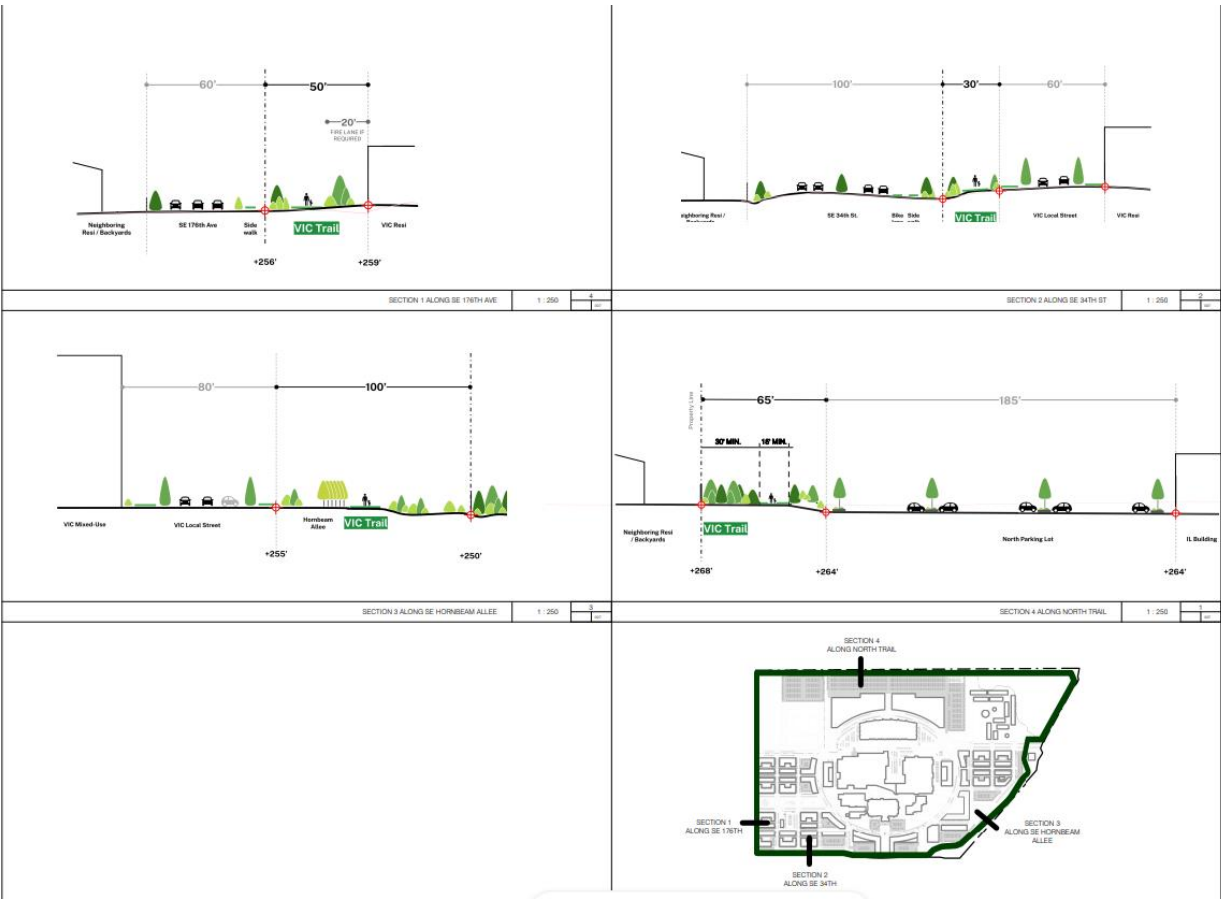


EXHIBIT C - Allowed Uses

R LUA – Uses are those identified in VMC Table 20.420.030-1 for R-30 zoned properties, as of the VIC 2.0 Application Date. Family Child Day Care Homes and Child Care Centers are permitted uses, subject to the provisions of VMC chapter 20.840.

MX LUA – Uses are those identified in VMC Table 20.430.030-1, as of the VIC 2.0 Application Date, as modified here. Family Child Day Care Homes and Child Care Centers are permitted uses, subject to the provisions of VMC chapter 20.840. In addition to those uses allowed by VMC Table 20.430.030-1, the following uses are also allowed:

Use	MX LUA
Commercial	
Artisan and Specialty Goods Production	P
Office	
• Extended	P
-Community Center	P
-Hotel	P
Industrial	
Industrial Services	P
Manufacturing and Production	P
Research and Development	P
Warehouse/Freight Movement (as ancillary use)	P
Other	
Wireless Communication Facilities	
• Subject to the limitations on this use provided in VMC Table 20.430.030-1;	P

[see next page for IL LUA]

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IL LUA – Uses are those identified in VMC Table 20.440.030-1 as of the VIC 2.0 Application Date, as modified here. Family Child Day Care Homes and Child Care Centers are permitted uses, subject to the provisions of VMC chapter 20.840. In addition to the uses allowed by VMC Table 20.440.030-1, the following uses are also allowed, as a permitted or limited use, as indicated below:

Use	IL LUA
Residential	
Multi-Dwelling Units - Allowed above ground floor only as specified by VMC 20.430.060(B)(2). - One caretaker residence permitted per use. - May be permitted only after 125,000 square feet of new construction in the LI LUA has been built and if Developer demonstrates residential units will not limit or interfere with Developer's ability to construct the light industrial square footage identified in the VIC Master Plan 2.0	L
Civic	
Colleges - Provided they have a functional relationship with existing industrial uses, and do not exceed 25,000 square feet in aggregate	L
Child Care Center - Child care centers allowed, subject to a Type II procedure. - Child care centers are permitted in order to provide service for those employees working or residents living anywhere on the Property, subject to provisions in Chapter 20.840 VMC, Child Care Centers.	L
Commercial	
Eating/Drinking Establishments - Provided they are located within an industrial building and consume no more than [15] percent of the building's total gross square footage.	L
Artisan Small Scale Manufacturing	P
Industrial	
Warehouse/Freight Movement (as ancillary use) - Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).	L
Warehouse/Freight Movement (as primary use): • Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s). • Limited to 50,000 sf aggregate cap for any new construction after January 1, 2021. • Building 4 in the northeast portion of the Existing Building, has 24 to 35 foot ceilings and is designed as a large bay warehouse. This 130,000 sf area shall be allowed to continue as a preexisting nonconforming use for warehouse/freight movement.	L
Wireless Communication Facilities - Subject to requirements in Chapter 20.890 VMC, Wireless Telecommunications Facilities.	L

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Conditional Use	
Warehouse/Freight Movement (as ancillary use) - Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).	L

School LUA – Uses shall be consistent with VMC 20.160.020(B)(12).

EXHIBIT D – Approved Development Standards

The following standards supplement the requirements of the City of Vancouver, Title 20, Land Use and Development Code. To the extent there is a conflict between the Development Standards outlined in the VIC DA and this Exhibit D, and VMC Title 20, the provisions of this VIC DA and Exhibit D control.

1. Mixed Use (MX) LUA. The standards outlined in VMC 20.430.060.C.2 apply to the Property, except as outlined below:
 - a. Subsection 2.a. does not apply;
 - b. The last sentence of Subsection 2.d.1 (“Complete segregation of use types, such as placement of multiple commercial structures all on one side of a mixed-use site and multiple residential structures all on the other shall be prohibited”) does not apply; Subsection 2.e.3 applies only in the MX LUA; and
 - c. Subsection 2.f. does not apply to the R LUA
2. Buffer Standards. The buffer requirements outlined in VMC 20.925.030 and subsequent buffer setbacks in table 20.925.030-1 do not apply to adjacent land use areas within the VIC Masterplan 2.0. Along the perimeter of the masterplan site, these buffer requirements will still apply.
3. Residential (R) LUA - Development standards of the R LUA are those of the R-30 zoning district pursuant to VMC chapter 20.420 unless stated otherwise herein.
 - a. Building Design
 - i. 30-foot setback for the primary structure from the western Park Parcel boundary for the adjacent building perimeter to create a residential unit buffer
 - ii. 50% of street frontage occupied space
 - iii. No minimum lot size required
 - iv. Maximum lot coverage is 90%
 - b. Residential Unit Density
 - i. Minimum residential unit density shall be R-30 (22.1 units per net acre as measured by the total number of residential units divided by the portion of the site devoted to residential use, not including public or private streets, or critical areas and associated buffers on that portion) and maximum residential unit density is R-35 (35 units per net acre as measured by the total number of residential units divided by the portion of the site devoted to residential use, not including public or private streets, or critical areas and associated buffers on that portion).
 - ii. Density calculations are based the overall R-LUA acreage
 - c. c. Bicycle Parking
 - i. One covered, long term bicycle parking space is required per two dwelling units.
 - ii. Balcony or patio bicycle storage is discouraged and if proposed must be screened from street review.
 - d. Building Height – per VIC DA Section 6.3(c)
 - e. Frontage Standards - The R LUA shall not be required to comply with frontage standards requirements in VMC 20.430.060(C)(2)(f)(1).

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4. Light Industrial (IL) LUA - Development standards of the IL LUA are those of the IL zoning district pursuant to VMC Chapter 20.440 unless stated otherwise herein. The following supplemental development standards apply to buildings and sites developed in the IL LUA after 2020:
 - a. Exterior building design.
 - i. Publicly identifiable entry/office on street wall required on ground floor on streets and Outdoor Public Spaces.
 - ii. Exteriors should be no more than 4 stories in height to be on scale with adjacent uses.
 - b. Fences - Maximum 10% of property may be fenced or walled for concealment of trash/recycling and storage.
 - c. Building Height – per VIC DA Section 6.3(c)
5. Mixed Use (MX) LUA - Development standards are those of the MX zoning district pursuant to VMC Chapter 20.430 unless stated otherwise herein. The standards outlined in VMC 20.430.060(C)(2) apply to the MX LUA, except as outlined below:
 - a. VMC 20.430.060(C)(2)(a) does not apply;
 - b. The last sentence of VMC 20.430.060(C)(2)(d)(1) (“Complete segregation of use types, such as placement of multiple commercial structures all on one side of a mixed use site and multiple residential structures all on the other shall be prohibited”) does not apply;
 - c. VMC 20.430.060(C)(2)(e)(1) does not apply; required minimum residential density is 22.1 units per net acre, as measured by the total number of residential units divided by the portion of the site devoted to residential use, not including public or private streets, or critical areas and associated buffers on that portion;
6. School LUA - If the School LUA is developed as a school, it must comply with VMC 20.430.060(C)(2)(e)(4).

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EXHIBIT E-1 – DESIGN Guidelines

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 42



EXHIBIT E DESIGN GUIDELINES

Vancouver Innovation Center Master Plan

Updated April 2023

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Applicability.....02

Design Guidelines.....03

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 Water 04

 Building Design..... 05

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 Tree Canopy 07

 Open Space 07

Appendix A

 Single Family Residential Design Reference Guide

Appendix B

 Placemaking Goals

PURPOSE

These design guidelines are intended to ensure that development within the Vancouver Innovation Center is cohesive in both form and function and is consistent with the brand pillars of the VIC. These brand pillars form the foundation of the design principles that will guide project implementation. These brand pillars and the associated VIC design principles are described further below:

	Natural Connected to nature in all that we do	<i>Design Principle</i> Provide a network of both passive and active open space areas that utilize existing trees and natural resources for recreation and relaxation.
	Balanced physical, mental, and spiritual	<i>Design Principle</i> Provide a balance of community gathering spaces and areas for personal escape.
	Authentic Urban style and refinement, built with taste, personalization and ease in mind	<i>Design Principle</i> Create a compact urban form composed of well-articulated buildings and ample pedestrian areas to encourage multi-modal travel throughout the site between the various on-site uses and open space areas.
	Blended Contemporary convenience, modern collaboration	<i>Design Principle</i> Design buildings to encourage pedestrian access, ground floor visibility and community spaces for socialization and collaboration.
	Community Inclusivity and shared knowledge, energy and passion	<i>Design Principle</i> Design with an eye towards the future. Incorporate sustainability and energy efficiency measures including things such as vehicle charging stations, solar panels, and low impact development (LID) stormwater management approaches. Continuously evaluate project performance related to parking and space efficiency, vehicular trips and sustainability with the goal of design refinements and improvements throughout project buildout, with the goal of the project becoming a "living laboratory." Provide a network of well defined and accessible pedestrian corridors to encourage access through the site for all individuals.

APPLICABILITY

These guidelines will apply to new development and remodels of existing development within the Residential, Light Industrial, Mixed-Use, and Open Space LUAs within the VIC masterplan. Demonstration of project adherence to these guidelines will be required with land use permit submittals for new development on the site.



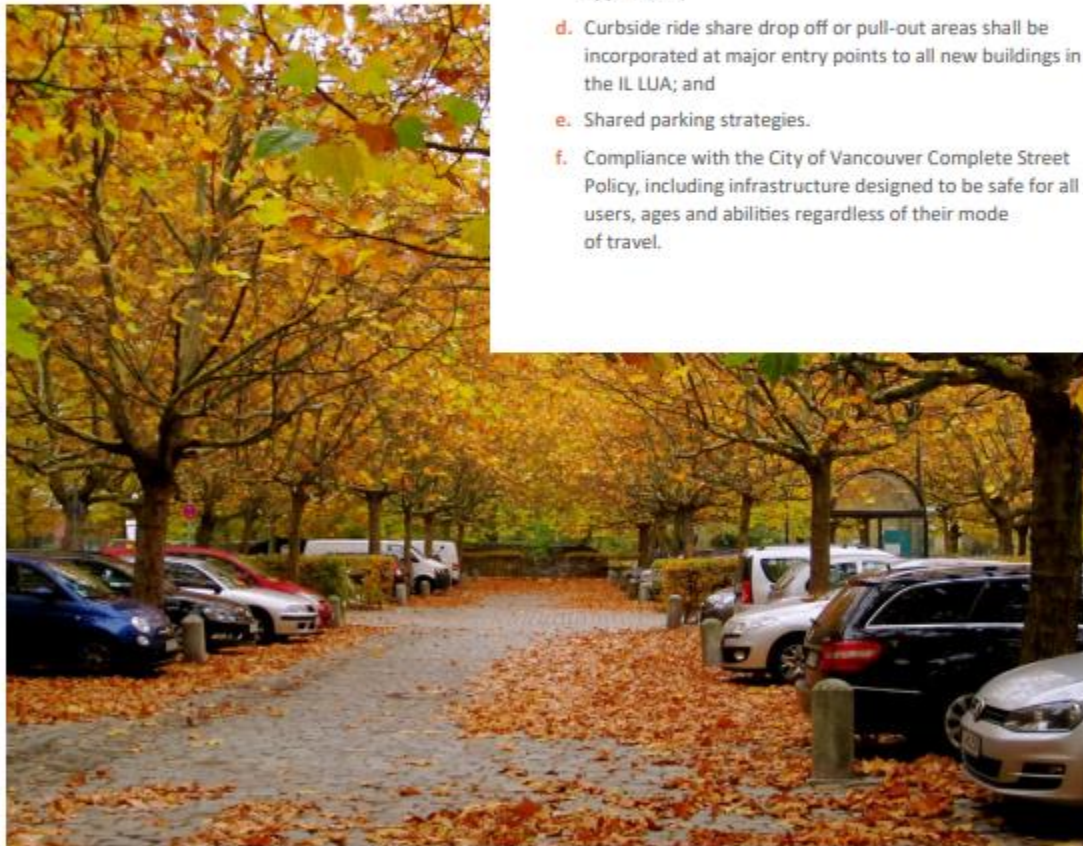
DESIGN GUIDELINES



Mobility

All new developments will demonstrate:

- a. Support for a 20-Minute Neighborhood by providing means to reduce need for vehicle trips;
- b. Functional connections to the site-wide bicycle and walking path network outlined in the Masterplan;
- c. Compliance with Washington State electric vehicle charging standards in effect at the time of land use application;
- d. Curbside ride share drop off or pull-out areas shall be incorporated at major entry points to all new buildings in the IL LUA; and
- e. Shared parking strategies.
- f. Compliance with the City of Vancouver Complete Street Policy, including infrastructure designed to be safe for all users, ages and abilities regardless of their mode of travel.



Energy

Developer is installing HVAC and lighting upgrades for the Existing Building. All new developments will demonstrate:

- a. Compliance with the 2018 Washington State Energy Code, at a minimum;
- b. Compliance with environmental standards in effect at the time of building permit application (i.e. environmental development standards do not vest on the Restated DA Effective Date;
- c. That every new building is designed to accommodate ready access for installation of solar panels that would occupy at least 10% of the building footprint. This includes the necessary structural and electrical infrastructure to accommodate the solar panels; and
- d. Infrastructure for electric vehicle charging stations.
- e. Advancement of "District Energy Conditions" as identified in Appendix A – Vancouver Innovation Center Master Plan Sustainability Framework.

Water

The VIC will prioritize use reductions, efficiency strategies, and surface water quality in its design. All new development applications will include:

- a. Water-saving plumbing fixtures in all new buildings;
- b. Native and adaptive plant selections that do not require excessive irrigation; and
- c. A surface stormwater strategy synopsis describing anticipated collection, treatment, and discharge strategies including any Low Impact Development (LID) BMPs planned for the project.
- d. An evaluation of means to reduce potable water use consistent with Appendix A – Vancouver Innovation Center Master Plan Sustainability Framework.





Building Design

a. Blank Walls

- i. At least 75% of the width of any new first-story building wall facing a street shall be devoted to interest-creating features, pedestrian entrances, transparent show or display windows, or windows affording views into retail, office or lobby space.
- ii. In all areas other than the IL LUA, building surfaces over 2,000 sf shall be broken up with window openings and/or changes in material.
- iii. Blank walls longer than 20 feet without windows or an unbroken series of garage doors are not permitted on any street frontage.
- iv. Any face of a building that is over 50' wide shall have varied horizontal plane and/or vertical façade shifts to break up the building's mass.

b. Corner Buildings

- i. New IL LUA buildings on a corner will have an entrance within 75 feet of the corner.

c. Ground Floor

- i. Buildings should engage with the "sidewalk zone" to bring visual interest, variation, and intimacy to the streetscape, while maintaining the pedestrian through-routes that link the land use areas on the site.
- ii. Pedestrian access to primary building entrances should be close to and visible from circulation facilities that include a pedestrian component such as a sidewalk, trail, or pedestrian plaza. Primary building entrances may not be from non-pedestrian oriented areas. Each primary building entrance should be attractive and have weather protection and highlight the presence of the entrance to pedestrians through the use of architectural treatments such as changes in the street-facing wall and lighting. Entrances from primary pedestrian corridors should be visually more prominent than
- iii. The design of buildings, above and below should be pedestrian scaled, intimate, and inviting.

d. Roofs

- i. Roof materials shall screen roof top mechanical equipment from ground-level views
- ii. Buildings shall have primarily flat roofs - architectural detailing and rooftop decks shall be allowed.



Exterior Building Finishes

To create a unique identity for the VIC, material selection and application is required to adhere to exterior finish standards.

- a. Major color themes are to predominantly be earth tones of grey, brown, and tan.
- b. Materials exhibiting patina are encouraged – including weathered wood, rusted steel, singed wood.
- c. Material changes shall be offset by a minimum 3 ½" horizontal or vertical relief.
- d. Materials that expose their natural state are encouraged such as exposed wood and concrete.
- e. First floor window framing shall be either wood or aluminum (does not apply to Residential LUAs)
- f. Opportunity for more industrial and technological materials, such as steel, aluminum, and heavy timber.

Maximum Building Heights

See Development Standards applicable to each LUA under Exhibit D of the Restated DA.

Single Family Residential

Single family residential attached designs should incorporate the material and pedestrian orientation provisions of these guidelines. See Appendix B – Single Family Residential Design Reference Guide.

Signage

- a. Monument signs will have a uniform color and typeface throughout the property.





Tree canopy

Every development application must demonstrate how it complies with the Tree Canopy Plan (Section 6.10 of the Restated DA) and provide an tree canopy assessment for its site and a 5-, 10-, 15-, and 20-year forecast for the tree canopy on the entire Property.

Open Space

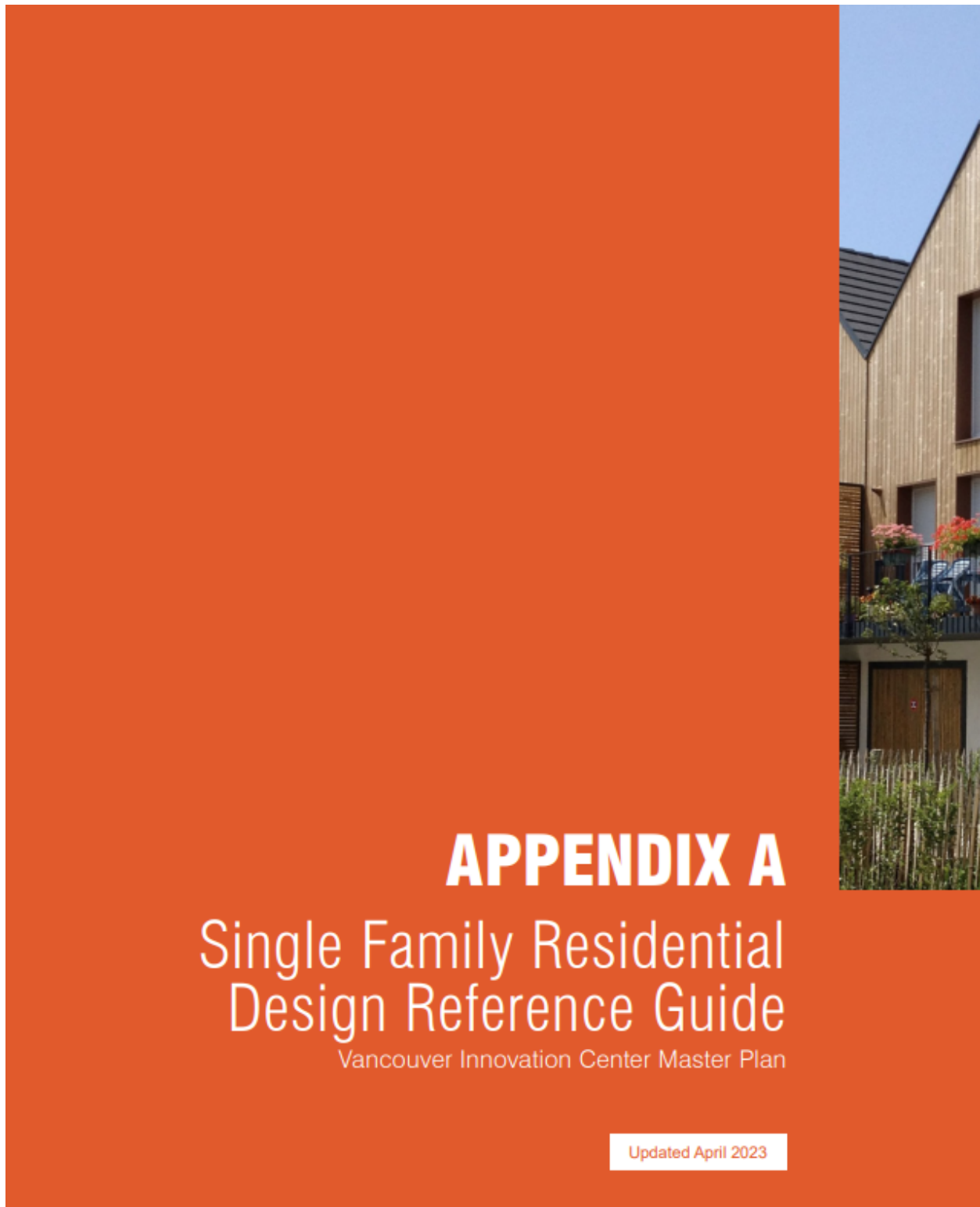
All site plans will demonstrate adherence to the Masterplan and Appendix C - Placemaking Goals.

- a. Open spaces shall be directly accessible from all buildings in the development (building occupants should not have to walk around the building to get outside)
- b. Avoid inconvenient or circuitous ped access to amenities.
- c. Both greenscaping and useable accessible hardscaping elements shall count as open space
- d. Hardscape open spaces shall be designed for four season use and durable for urban intensity.
- e. Neighborhood open spaces
 - i. Refer to Circulation and Open Public Space Plan for targeted locations.
 - ii. Neighborhood open spaces shall be a minimum of 2,000 sf.
 - iii. Neighborhood open spaces shall incorporate interactive amenities such as pavilions, picnic facilities, and play structures.



Street Cross Sections

See DA for street section implementation options for the Vancouver Innovation Center.



SINGLE FAMILY ATTACHED



- a. Find opportunities to alley-load attached single family residential units to minimize driveway and garage exposure.
- b. Orient residential buildings to the "sidewalk zone" through the use of front porch features.
- c. Incorporate a range of natural color tones, architectural styles and horizontal and vertical relief.
- d. Seek opportunities to orient units to courtyards and open spaces.
- e. Create visual interest through horizontal and vertical relief and variation of architectural styles of adjoining attached units.
- f. Encourage reduced setbacks for residential units to engage entrances with the sidewalk.

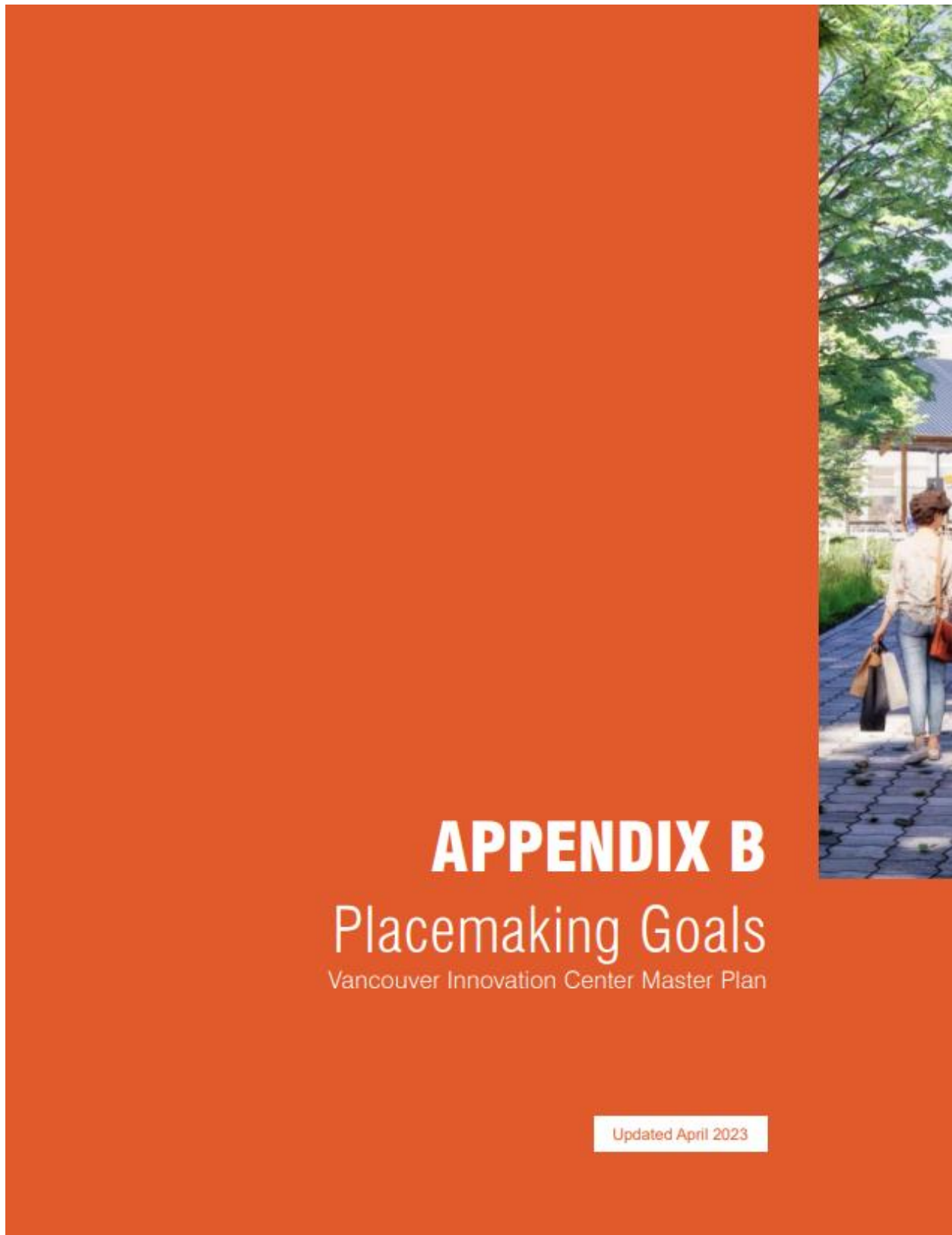


SINGLE FAMILY ATTACHED – *CONTINUED*

- g.** Allow front-loaded attached units when accessed from a local street and when the garage exposure is minimized by site and building design features.
- h.** Allow for a mix of scale and size of attached product including larger duplexes.
- i.** Natural material elements including wood and stone should be prioritized for use.
- j.** Provide substantial window and trim relief on units to break up the potential for monolithic appearances on taller units.
- k.** For continuous banks of attached units, provide vertical, horizontal and roof relief variation to minimize the scale of the structures.



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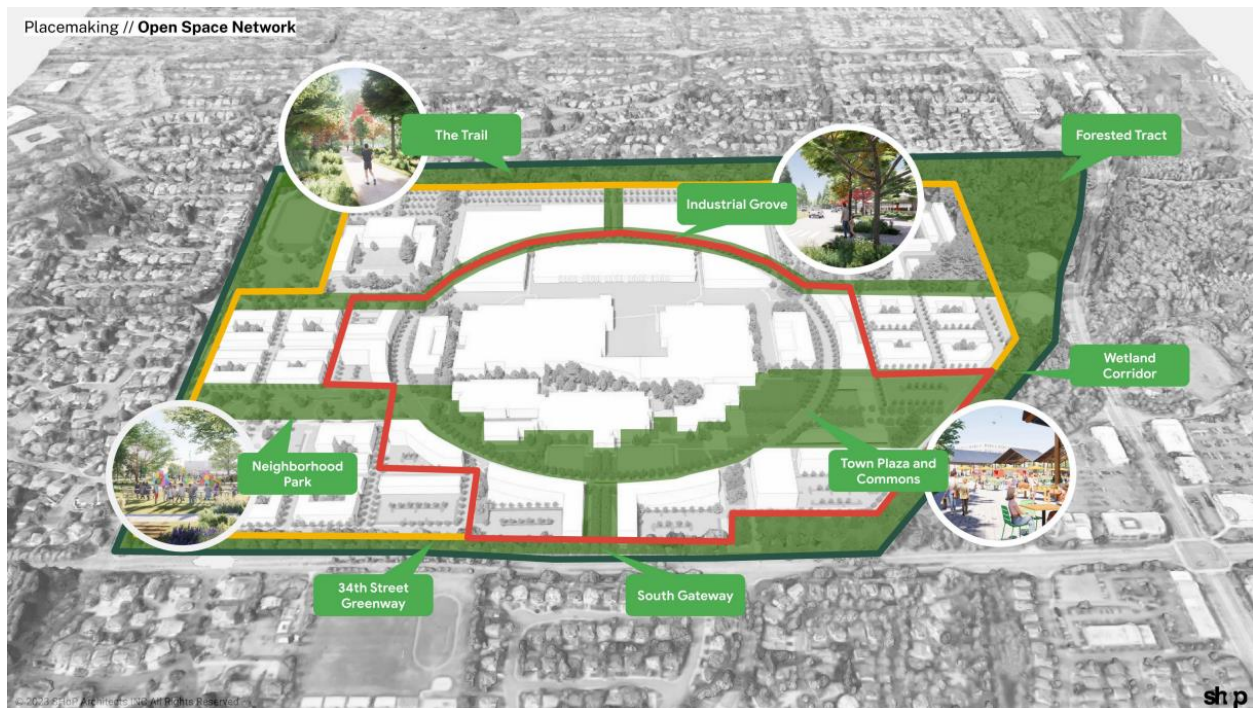
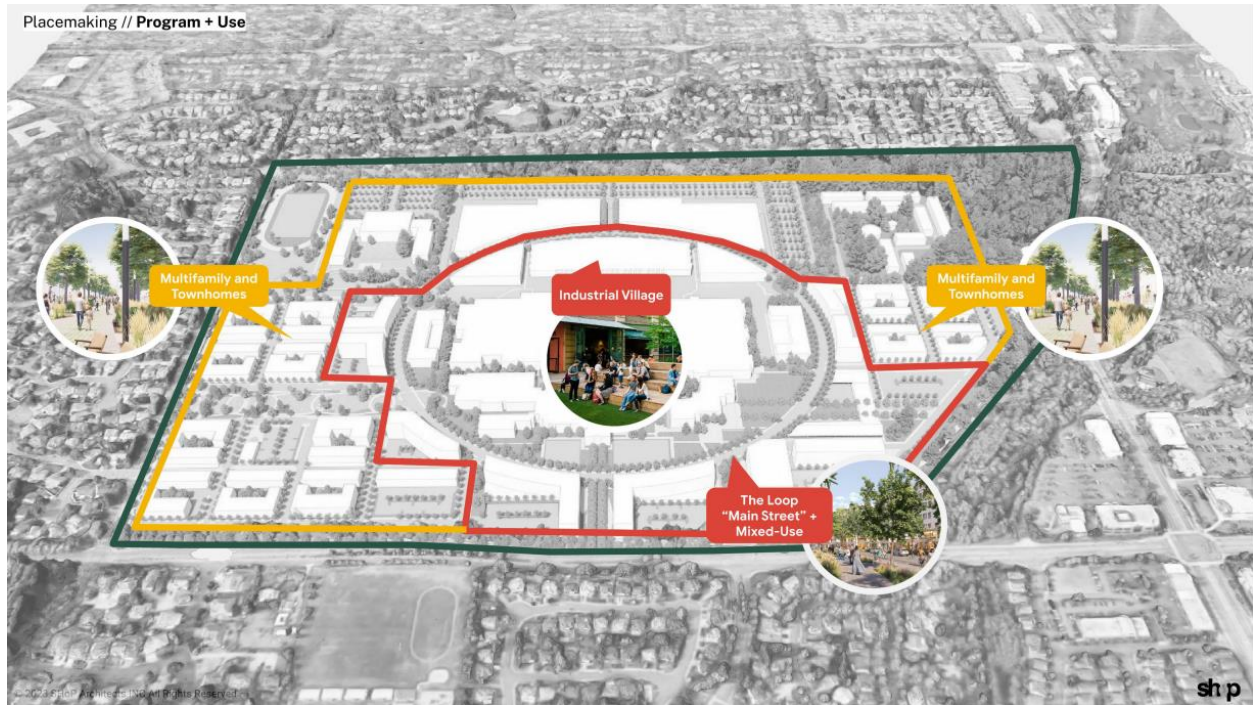


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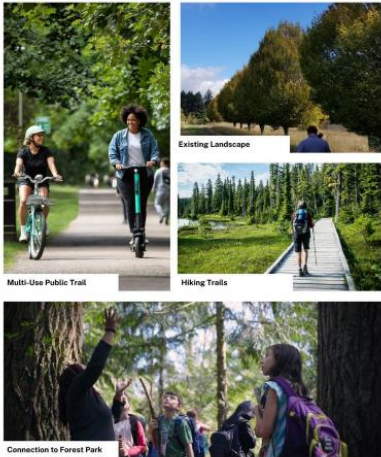
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Placemaking // The Trail



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Placemaking // The Loop



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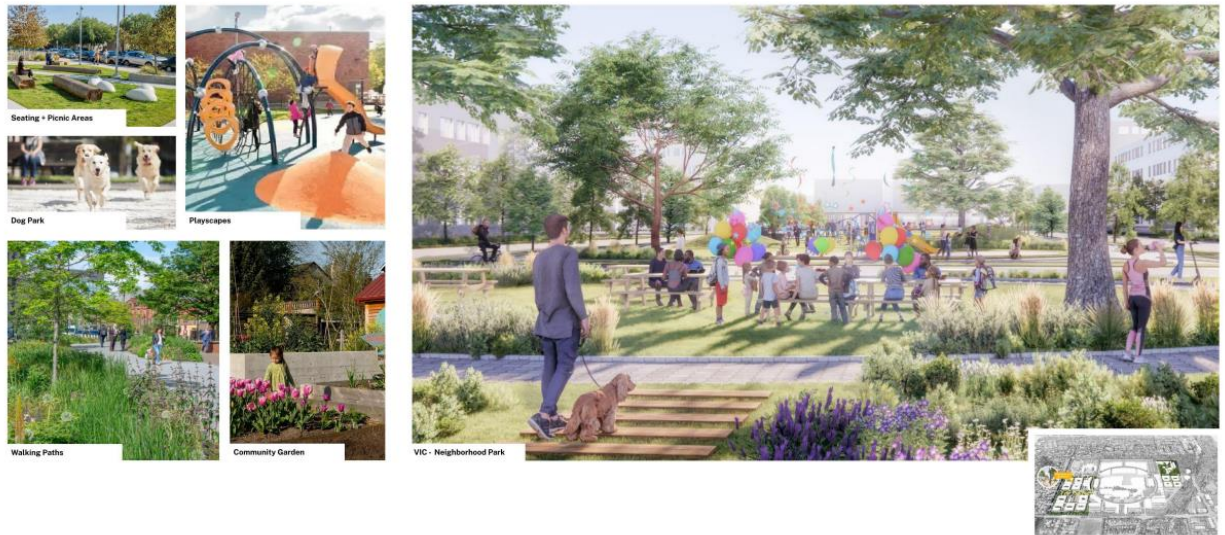
Placemaking // Town Plaza and VIC Commons



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Placemaking // Multi-family and Townhomes - Neighborhood Park



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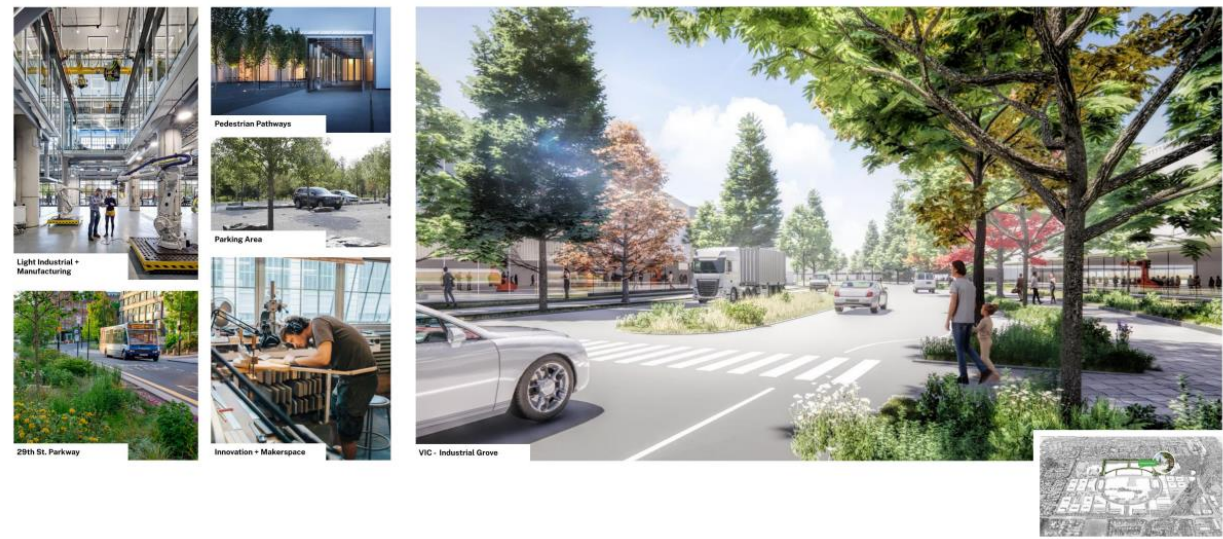
Placemaking // **Multi-family and Townhomes - Pedestrian Laneways**



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Placemaking // **Industrial Grove**



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EXHIBIT E-2 – November 2023 Comprehensive Sustainability Plan

Sustainability Improvements Implemented for Existing 715,000 SF Industrial Buildings:

- **Energy Efficiency Improvements:** Developer has worked with Clark PUD and Energy Trust of Oregon to improve energy efficiency at the existing industrial buildings as follows:
 - Installed new, more efficient chillers.
 - Replaced pumps and installed new VFDs in central plant.
 - Installed new building HVAC control systems.
 - Converting point controls from pneumatic to digital.
 - Installed exterior LED lighting.
 - Replacing all common area and house lighting with state-of-the-art LED and lighting control system.

The total estimated annual savings from the above installed improvements is estimated to be 6,300,000 KWh and 345,000 Therms.

- Additional energy efficiency upgrades and sustainability initiatives to date include:
 - Upgraded bathrooms with waterless and reduced flow systems to achieve **indoor water use reduction**.
 - Replaced water fountains with bottle filling stations.
 - Installed new electrical sub-metering system for better monitoring of electrical and water usage.
 - Participant in Clark PUD's Community Solar Program.
- All new tenants are required to install LED lighting and controls within their space.
- Installed showers and bicycle storage space to promote biking to work.
 - Creating long term program to replace a portion of current landscaping with native plants species.
- **Adaptive Reuse, Access to Recreation Facilities:**
 - The existing 715,000 SF of buildings is at the heart of this campus and substantial sustainability investments have been made as noted above. The Developer also renovated underutilized former corporate cafeteria into an activated community space with an upscale café and coffee bar, living room/lounge space, conference rooms, expanded fitness center with fully renovated locker rooms, a yoga and meditation studio, etc.

Sustainability Plan for New Development (VIC Masterplan 2.0)

Overall Campus & Vision:

- **Walkable Streets, Compact Development, Mixed-Use Neighborhoods, Smart Location, Access to Recreation Facilities:** The campus is designed as a 20-minute, walkable, mixed-use neighborhood providing convenient, safe pedestrian-oriented access to places and services that residents, employees, and neighbors need every day – including work, transit, shopping, quality food, school, parks, open space, and social activities.

DRAFT 03/19/2024

- **Neighborhood Schools:** The campus includes a 20-acre parcel that is owned by the Evergreen School District and will be home to a future middle school.
- **Site Design for Habitat Conservation:** A 13.7-acre Forested Tract that has a restrictive covenant to remain as open space. The Developer intends to sell this Forested Tract to the City of Vancouver.
- **Housing Types and Affordability, Housing and Jobs Proximity:** Developer commits to participating in the MFTE program whereby 20% of the 1,800 units (i.e. 360 units) will be available at 80% AMI. All residential units are within walking distance of all employment opportunities on campus.
- **Connected and Open Community, Access to Civic and Public Space, Access to Recreation Facilities, Local Food Production:** Developer will provide a perimeter trail and neighborhood park open to the general public. The trail will be connected to the Forested Tract. The trail will also link together all of the developments within the campus. Community gardens will be available to residents and tenants. The Town Plaza is an optimal location for a local farmers market to operate on the campus.
- **Community Outreach and Involvement:** _Masterplan 2.0 was developed in concert with community and municipal input through feedback from the Masterplan 1.0 approval process, community engagement sessions on the proposed Masterplan 2.0, and ongoing conversations with City staff.

Building Design:

- **Optimize Building Energy Performance:** Developer will achieve GHG emissions reduction targets stated in the City's Climate Action Framework as outlined in the March 27, 2023 Sustainability Goals for City of Vancouver CAF Alignment Memorandum included below.
- **Optimize Building Energy Performance:** All new buildings will include the following:
 - All electric heating, cooling and domestic hot water.
 - Efficient heat pump selections for space heating and domestic hot water
 - o for all new residential buildings, all electric appliances
- **Solar Orientation:** All new buildings will be solar ready per code.
- **Rainwater Management:** For new buildings, Developer will be infiltrating all runoff on site.
- **Electric Vehicles:** Developer will comply with City code for EV infrastructure requirements with each project's site plan approval.

Transportation and Mobility:

- **Compact Development, Walkable Streets, Mixed-Use Neighborhoods, Connected and Open Community, Transportation Demand Management, Housing and Jobs Proximity, Smart Location:** Masterplan 2.0 allows for greater integration of uses than Masterplan 1.0. The entire campus will be walkable/bikeable with ample opportunities to live and work on campus. Small retail and commercial services will be within a 5-minute walk of any residential neighborhood or commercial/industrial tenant. The reconfiguration of Masterplan 2.0 also achieves added density with the same amount of vested trips in Masterplan 1.0. Masterplan 2.0 also creates a more efficient street network that allows for separation of industrial related truck traffic from residential and mixed-use traffic.

- **Walkable Streets, Transit Facilities, Bike Facilities, Smart Location:** Road networks will be designed and coordinated with City transportation staff to ensure safe, comfortable and complete connections for various modes of transportation (vehicular, pedestrian, bicycles, etc.) o Once ESD develops the school, Developer will have bikeable/walkable laneways for students to be able to walk or bike to school safely.
- **Bicycle Facilities, Smart Location:** Developer will include infrastructure to support bike parking and will have bike sharing programs. Developer renovated locker rooms, showers and changing facilities at the existing buildings to help encourage habitual biking for its tenants. The perimeter trail and bike paths throughout the campus will encourage recreational physical activity.
- **Transportation Demand Management, Smart Location:** Developer will deploy shared parking strategies where applicable. The campus design encourages multimodal travel. Developer is eliminating an entrance on 34th Street to reduce traffic congestion at 176th Avenue and 34th Street. Campus entrances/exits at 34th Street are being coordinated with the City's efforts along that corridor to ensure offsite improvements result in a smooth and safe pedestrian experience.
- **Access to Quality Transit and Transit Facilities, Smart Location:** Developer will work with CTran, ESD and City staff to coordinate safe and efficient placement of bus stops within the campus. The VIC campus already has a bus stop along 34th Street and the campus will have pedestrian laneways to provide safe access to the existing bus stop.

Open Space, Natural Systems, and Water Resources:

- **Site Design for Habitat Conservation and Long-Term Conservation Management of Habitat, Connected and Open Community, Access to Recreation Facilities:** Preservation of 13.7 acre Forested Tract o Developer worked with a local arborist to adjust the boundary line of the Forested Tract to create a better edge condition for the trees allowing for a more resilient tree canopy and preservation of native and climate resilient species.
- **Connected and Open Community, Access to Civic and Public Space, Access to Recreation Facilities, Connected and Open Community, Access to Recreation Facilities:** Masterplan 2.0 increases the amount of open space/parks/trails by 26% from 19 acres of open space to 24 acres.
- **Tree Lined and Shaded Streetscapes and Heat Island Reduction:** Canopy coverage per Restated DA which is above and beyond the code minimum for all use types. Developer also commits to achieving Tree CAP certification for all projects (minimum Silver Leaf Achievement). Both canopy coverage & Tree Cap Silver will reduce the heat island effects within the campus.
- **Outdoor Water Use Reduction:** Developer will favor nature scaping in lieu of high maintenance turf for streetscapes.
- **Rainwater Management:** For new buildings, Developer will be infiltrating all runoff on site.

Memo



Date: March 27, 2023
Project: VIC Sustainability Master Planning
Project Number: 22-1362
To: Pedro Polanco, Jennifer Rabina, Marc Esrig
From: Forest Tanier-Gesner, Ned Greene
Subject: Sustainability Goals for City of Vancouver CAF Alignment

The Vancouver Innovation Center (VIC) development is determining sustainability goals for site infrastructure and future phase developments and is working to align to the Vancouver Climate Action Framework (CAF) that has recently been released by the City of Vancouver.

GOALS OF THE CLIMATE ACTION FRAMEWORK

One of the primary goals of the City of Vancouver's Climate Action Framework is aggressive reductions in the Greenhouse Gas (GHG) emissions associated with the City and Community operations:

- By 2025 – Achieve 80% Reduction in GHG emissions associated with municipal operations.
- By 2030 – Achieve 80% Reduction in GHG emissions associated with community operations.
- By 2040 – Achieve 100% Reduction in GHG emissions (Carbon Neutrality) associated with municipal and community operations.

PAE understands that the VIC development team is in favor of these performance-based standards over arbitrary certification programs that do not guarantee the City's desired outcome for emission reduction as set forth in the CAF.

To that end, PAE has developed life-cycle emissions and life-cycle cost assessments of several heating, cooling, and domestic hot water (DHW) system options and cooking appliance options for the VIC campus. PAE's recommended baseline design option was then benchmarked against the City of Vancouver's CAF. Based on this analysis it is estimated that the non-industrial process loads¹ on the VIC campus could be within 2% of the CAF reduction targets by 2030 and within 1% of the total CAF target by 2040.

PAE identified additional potential measures to address the minor gap in the emissions reductions estimates versus the CAF targets. These measures serve as a menu of options and can be implemented incrementally and discretely during the course of the VIC development. The quantifiable impacts of these options are also summarized in the following table.

¹ It is understood that the campus currently houses industrial processes that rely on natural gas fuel. These operations are currently outside of the scope of the systems options analysis and emissions reduction estimates. Alternate fuel sources should be considered by the Development Team as these become more readily available for the types of industrial processes.

March 27, 2023



	Reference Year	2024	2030	2040
BENCHMARK:				
Existing Building Stock and Forecasting Future buildings per today's Standards				
	MT CO2e/year	20,743	20,743	20,743
BASELINE DESIGN for new buildings:				
All Electric heating, cooling, and domestic hot water for all asset types.				
All Electric appliance requirements for all residential buildings (all-electric cooking and laundry)				
Efficient heat pump selections for space heating and domestic hot water (DHW) in all new buildings				
	MT CO2e/year	7,075	4,530	289
	(% reduction from benchmark)	66%	78%	99%
UPGRADES BY 2030 - OPTIONS TO CONSIDER				
Increase campus Photovoltaic (Solar) installations as needed to reach emission reduction goal. Consider exceeding code minimum if needed.			A	
Material selections and construction practices could further reduce the emissions associated with the campus development, through reductions in the embodied emissions for the buildings and site infrastructure. Design teams could help address marginal reductions needed to achieve goal by 2030			B	
Consider committing to provide more EV charging for residential parking and/or more residential spaces provisioned as EV ready if market demand supports that investment			C	
A+B+C = 390 MT CO2e/year	MT CO2e/year	7,075	4,140	289
	(% reduction from benchmark)	66%	80.0%	99%
UPGRADES BY 2040				
Phase out use of non-industrial gas use from the VIC Campus - enforce all electric cooking in commercial buildings, upgrade existing buildings, phase out other gas uses by 2040 if required by code.				-289
	MT CO2e/year	7,075	4,140	0
	(% reduction from benchmark)	66%	80%	100%

Table 1: Emissions Reduction Estimates for VIC Campus

March 27, 2023



VIC SUSTAINABILITY GOALS

As shown in Table 1, site emissions estimates for the recommended baseline design approach closely aligns with the City's CAF emissions reductions targets. Below is a summary of PAE's recommended baseline design for the campus:

- BOD - "Building by Building Heating and Cooling – All Electric" systems approach for all new construction.
- Efficient heat pump selections for space heating and domestic hot water (DHW) in all new buildings
- Electrification phase in plan for all existing buildings heating and DHW heating systems by 2040, if required under City CAF.
 - Central heating update requires consideration of low temp heating coils for end-of-life upgrades with current heat pump technology.
- All Electric appliance requirements for all residential buildings (all-electric cooking and laundry)

To close the minor gap between the baseline design approach and the CAF targets, PAE recommends the following possible options to be evaluated at the time of each new development project:

- Recommend to future commercial tenants to strive for All Electric appliance requirements for all commercial buildings (i.e. all-electric commercial cooking by 2040 if required by code). It is understood that restaurants and some industrial tenants who have commercial grade kitchens within their premises, may not be willing to comply with this requirement today given current industry standards.
- Increase onsite Photovoltaic (solar) installations as needed to reach emission reduction goal. This may require exceeding code minimum to achieve the desired target.
- Material selections and construction practices could further reduce the emissions associated with the campus development, through reductions in the embodied emissions for the buildings and site infrastructure. Design teams could help address marginal reductions needed to achieve goal by 2030.
- Evaluate demand for Increasing percentage of Electrical Vehicle charging stations for residential neighborhoods. Exceeding existing code if demand warranted that could help meet the CAF targets.

EXHIBIT F – Retained Traffic Capacity

Total Vested Average Daily Trips: 26,982

- Total vested trips reflect those trips expected to be utilized by and reserved for the VIC Master Plan 2.0 after reductions for internal trips within the VIC Master Plan 2.0 and pass by trips for the VIC Master Plan 2.0 retail uses.
- Total vested trips include trips utilized by existing onsite buildings.

Total Vested AM Peak Hour Trips: 2,229

Total Vested PM Peak Hour Trips: 1,991

VIC Site Trip Generation Estimate

(From Table 4 of the 2023 VIC TIA):

Table 4: Site Trip Generation Estimate

Land Use	ITE Code	Size	Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing The VIC Buildings ¹	1996 Traffic Counts	715,000 Square Feet	10,200 ²	382	262	120	444	76	368
Less Trips Internal to the Campus Area			(236)	(24)	(12)	(12)	(26)	(8)	(18)
Net New			9,964	358	250	108	418	68	350
General Light Industrial	110	600,565 Square Feet	2,925	444	391	53	390	55	335
Less Trips Internal to the Campus Area			(198)	(20)	(10)	(10)	(22)	(7)	(15)
Net New			2,727	424	381	43	368	48	320
General Office Building	710	87,500 Square Feet	949	133	117	16	126	21	105
Less Trips Internal to the Campus Area			(29)	(2)	(1)	(1)	(3)	(1)	(2)
Net New			920	131	116	15	123	20	103
Medical Office Building	720	10,000 square feet	360	31	24	7	39	12	27
Less Trips Internal to the Campus Area			(4)	(1)	(1)	(0)	(0)	(0)	(0)
Net New			356	30	23	7	39	12	27
Shopping Center	820	140,000 square feet	5,181	118	73	45	476	228	248
Less Trips Internal to the Campus Area			(1,607)	(45)	(29)	(16)	(110)	(41)	(69)
Less Pass-by Reduction			(1,036)	(21)	(13)	(8)	(106)	(54)	(52)
Net New			2,538	52	31	21	260	133	127
Multifamily Housing (Mid-Rise)	221	1,248 Units	5,666	538	124	414	487	297	190
Less Trips Internal to the Campus Area			(790)	(14)	(2)	(12)	(80)	(56)	(24)
Net New			4,876	524	122	402	407	241	166
Multifamily Housing (Low-Rise)	220	552 Units	3,720	194	47	147	258	163	98
Less Trips Internal to the Campus Area			(350)	(6)	(1)	(5)	(35)	(25)	(10)
Net New			3,370	188	46	142	223	138	85
Middle School ²	522	900 Students	1,917	522	282	240	153	75	78
Total Trips			30,918	2,362	1,320	1,042	2,373	927	1,446
Less Total Trips Internal to the Campus Area			(3,214)	(112)	(56)	(56)	(276)	(138)	(138)
Less Total Pass-by Reduction			(1,036)	(21)	(13)	(8)	(106)	(54)	(52)
Total Net New Trips			26,668	2,229	1,251	978	1,991	735	1,256
The VIC Development Agreement Vested Net New Trips			26,982	2,088	1,343	745	1,991	627	1,364
Proposed Total Net New – The VIC DA Vested Net New			-314	141	-92	233	0	108	-108
Total Net New Trips – Existing The VIC Building Net New Trips			16,704	1,871	1,001	870	1,573	667	906

¹ Source: Traffic Impact Analysis for The VIC Master Plan dated November 20, 2020.

² Trip estimates from approved 2020 The VIC Traffic Impact Analysis. The potential for internal trips associated with a school could be revisited in conjunction with a more specific school development proposal.

2023 VIC TIA – Figure 5



EXHIBIT G – Surrendered Traffic Capacity

Land Use	Average Daily Trips	Weekday AM Peak Hour Trips	Weekday PM Peak Hour Trips
RETAINED RESTATED DA AND VIC MASTER PLAN TRIPS	26,982	2,229	1,991

Land Use	Average Daily Trips	Weekday AM Peak Hour Trips	Weekday PM Peak Hour Trips
Master Plan Trips from Original HP Development Agreement	30,000	4,200	3,950
Retained VIC Master Plan Trips <i>(Exhibit F net new after reducing for internal and pass-by trips)</i>	26,982	2,088	1,991
Vested Trips Surrendered to City in Restated DA <i>(Original Development Agreement-VIC Master Plan Trips)</i>	3,018	2,112	1,959
Change in Vested Trips with Retained Restated DA and VIC Master Plan 2.0	0	+141	0
Retained Restated DA and VIC Master Plan Trips	26,982	2,229	1,991

Land Use	Average Daily Trips	Weekday AM Peak Hour Trips	Weekday PM Peak Hour Trips
Master Plan Trips from Original HP Development Agreement	30,000	4,200	3,950
Vested Trips Surrendered to City in Restated DA <i>(Original Development Agreement-VIC Master Plan Trips)</i>	-3,018	-2,112	-1,959
Retained VIC Master Plan Trips <i>(Exhibit F net new after reducing for internal and pass-by trips)</i>	26,982	2,088	1,991
Change in Vested Trips with Retained Restated DA and VIC Master Plan 2.0	0	+141	0
RETAINED RESTATED DA AND VIC MASTER PLAN 2.0 TRIPS	26,982	2,229	1,991

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 71

EXHIBIT H – Transportation Improvements

Table 1. Summary of Mitigation Recommendations

Facility	Segment/ Study Intersection ID	Mitigation Recommendation	Needed Pre- VIC Master Plan?	Triggered by VIC Master Plan Trips?	VIC Master Plan Trigger Phase?
On-Site Roadways & Intersections					
SE 29 th Street	<i>Extend collector arterial roadway across the VIC Master Plan site in three segments</i>				
	West Segment	From SE 176 th Avenue to West Loop Road	N/A	Yes	2
	North Segment	From West Loop Road to East Loop Road	N/A	Yes	3
	East Segment	From East Loop Road to SE 192 nd Avenue	N/A	Yes	3
SE 184 th Avenue	N/A	Renovate collector arterial roadway within The VIC Master Plan site from SE 34 th Street to Loop Road	N/A	Yes	2
West Loop Road	N/A	From SE 184 th Avenue to SE 29 th Street	N/A	Yes	2
East Loop Road	N/A	From SE 184 th Avenue to SE 29 th Street	N/A	Yes	4
West Loop Road/ SE 29 th Street	N/A	Construct single lane roundabout	N/A	Yes	2
East Loop Road/ SE 29 th Street	N/A	Construct single lane roundabout	N/A	Yes	3
Site-Access Changes					
West Site Access/ SE 34 th Street	7	Close and vacate motor vehicle site-access (intersection north approach)	No	No	2
SE 29 th Street/ SE 176 th Avenue	9	Reconstruct as a single lane roundabout	No	Yes	2
SE 29 th Street/ SE 192 nd Avenue	4	Install traffic signal with interconnect Construct and stripe separate eastbound left and right turn lanes with 250 feet of storage each Stripe northbound left-turn lane with 200 feet of storage	No	Yes	3
Off-site Intersection Mitigations with Master Plan Development					
SE 29 th Street/ SE 164 th Avenue	11	Modify traffic signal to provide east-west protected/permissive left-turn phasing	No	Yes	2
		Extend westbound left-turn lane striping to provide 225 feet of storage (striping only)	No	Yes	2
		Extend southbound left-turn storage to provide 300 feet of storage (reconstruct center median area)	No	Yes	2
SE 192 nd Avenue/ SR-14 Westbound Ramp Terminal	N/A	Pay proportionate share contribution toward future capacity improvements with each site development application. Estimated total fee of \$430,000 based on assumed Master Plan land use plan.	Yes	No	Each phase based on trips added
SE 20 th Street/ SE 176 th Avenue	10	Pay proportionate share contribution toward future capacity improvements with each site development application. Estimated total fee of \$33,600 based on assumed Master Plan land use plan.	Yes	No	Each phase based on trips added
SE 34 th Street/ SE 192 nd Avenue	5	Pay proportional share contribution towards re-constructing streets with a more durable pavement treatment to reduce maintenance needs. Estimated total fee of \$83,400 based on assumed Master Plan land use plan.	Yes	No	Each phase based on trips added

N/A = Not applicable

EXHIBIT I **SECTION 12.4 PROPORTIONATE SHARE PROJECTS**

The VIC Proportional Share Fee Estimate

Mitigation Location	Mitigation Cost	School		Retail		Residential		Industrial & Office		Total	
		PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share
137 th Ave – 4 th St to Fourth Plain Blvd	\$3,000 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Fourth Plain Blvd & 152 nd Ave Signal	\$333 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Clear/St. Helens/MacArthur	\$2,000 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
17 th Ave & SE 20 th St	\$400 per PM peak hour trip	18	\$7,200	20	\$8,000	42	\$16,800	4	\$1,600	84	\$33,600
192 nd Avenue & NE 13 th Street	\$400 per PM Peak hour trip	0	\$0	0	\$0	0	\$0	20	\$8,000	20	\$8,000
192 nd Ave & SE 34 th St	\$150 per PM peak hour trip	14	\$2,100	118	\$17,700	560	\$89,000	164	\$24,600	556	\$83,400
192 nd Ave & SR 14 ramps	\$2,000 per PM peak hour trip	8	\$16,000	28	\$56,000	126	\$252,000	38	\$106,000	215	\$430,000
MacArthur & Andresen Roundabout	\$2,285 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
MacArthur & Devine Roundabout	\$2,226 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Grove St/Columbia House Blvd/SR-14 WB Ramp	\$600 per AM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
NE 172 nd Avenue & NE 18 th Street	\$900 per PM peak hour trip	0	\$0	0	\$0	0	\$0	3	\$900	3	\$900
NE 17 th Place & NE 18 th Street	\$900 per PM peak hour trip	0	\$0	0	\$0	0	\$0	3	\$2,700	3	\$2,700
NE 187 th Avenue & NE 18 th Street	\$1,200 per PM peak hour trip	0	\$0	0	\$0	0	\$0	7	\$8,400	7	\$8,400
NE 162 nd Avenue & NE 9 th Street	\$1,500 per PM peak hour trip	0	\$0	0	\$0	13	\$19,500	46	\$69,000	59	\$88,500
NE 172 nd Avenue & NE 9 th Street	\$4,100 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
NE 192 nd Avenue & NE 9 th Street	\$1,100 per PM peak hour trip	0	\$0	0	\$0	0	\$0	24	\$26,400	24	\$26,400
NE 187 th Avenue & SE 1 st Street	\$1,100 per PM peak hour trip	0	\$0	0	\$0	0	\$0	15	\$16,500	15	\$16,500
Total Proportional Share Cost			\$25,300		\$81,700		\$327,300		\$264,100		\$698,400



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

February 8, 2024

Mark Person, AICP, Senior Planner
City of Vancouver
Community & Economics Development
PO Box 1995
Vancouver, WA 98668
Dear Mark Person:

Thank you for the opportunity to comment on the determination of nonsignificance for the Vancouver Innovation Center Master Plan and Development Agreement Revision Project (PRJ-166743/LUP-83392) located at 18110 34th Street as proposed by The VIC Building Owner, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

HAZARDOUS WASTE & TOXICS REDUCTION: Garret Peck (564) 669-0836

The applicant proposes to demolish an existing structure(s). In addition to any required asbestos abatement procedures, the applicant should ensure that any other potentially dangerous or hazardous materials present, such as PCB-containing lamp ballasts, fluorescent lamps, and wall thermostats containing mercury, are removed prior to demolition. It is important that these materials and wastes are removed and appropriately managed prior to demolition. It is equally important that demolition debris is also safely managed, especially if it contains painted wood or concrete, treated wood, or other possibly dangerous materials.

Please review the "Dangerous Waste Rules for Demolition, Construction, and Renovation Wastes," posted at Ecology's website, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Common-dangerous-waste/Construction-and-demolition> . The applicant may also contact Rob Rieck of Ecology's Hazardous Waste and Toxics Reduction Program at (360) 407-6751 for more information about safely handling dangerous wastes and demolition debris.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

Mark Person
February 8, 2024
Page 2

(JKT:202400386)

cc: Garret Peck, HWTR

Person, Mark

From: R5 Planning (DFW) <R5.Planning@dfw.wa.gov>
Sent: Wednesday, February 7, 2024 9:18 AM
To: Person, Mark
Subject: RE: City of Vancouver DNS for PRJ-166743/LUP-83392 Vancouver Innovation Center Master Plan and Development Agreement Revision

You don't often get email from r5.planning@dfw.wa.gov. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mark,

WDFW's regional Oregon white oak (OWO) map indicates that there are Oregon white oaks on sites. In urban or urbanizing areas, single oaks are considered priority habitat if they provide value to wildlife¹. WDFW recently published a new guidance document² that outlines best management practices (BMPs) for projects that encounter Oregon white oaks. This includes ways to avoid, minimize, and mitigate impacts.

I recognize that site specific projects will go through a separate review process, but strongly encourage the project proponent to update their Critical Areas Memo, dated September 2022, so it is consistent with WDFW's new OWO guidance document. Furthermore, I encourage the project proponent to confirm if the OWO are located within the forested tract. The regional OWO map only shows the oaks visible from aerial imaging so it is possible there are more oaks on site than what is mapped. Appendix 1 of the new guidance document outlines the mapping protocol to determine if oaks are isolated (individual) vs. and OWO woodland. Mapping the stand allows a better assessment if future development fully avoids and minimizes impacts and give insight on future mitigation requirements.

We are pleased to see that most of the forested area will be within a forested tract. If oaks are present within that area, we are supportive of enhancement activities that promote oak habitat. It is possible that the oaks are within the

¹ [Management Recommendations for Washington's Priority Habitats](#)

² [Best management practices for mitigating impacts to Oregon white oak priority habitat \(wa.gov\)](#) (new guidance document)

Thank you,
Amaia



Amaia Smith

(she/her)

Assistant Regional Habitat Program Manager
WDFW - Region 5

5525 S 11th St Ridgefield, WA 98642
amaia.smith@dfw.wa.gov
360-839-3508

From: Bowen, Clarissa <Clarissa.Bowen@cityofvancouver.us>

Sent: Friday, January 26, 2024 7:50 AM

To: DAHP SEPA <sepa@dahp.wa.gov>; R5 Planning (DFW) <R5.Planning@dfw.wa.gov>; Mary Mattix <mmattix@portvanusa.com>; Matt Graves <mgraves@portvanusa.com>; Matt Harding <mharding@portvanusa.com>;

Patty Boyden <pboyden@portvanusa.com>

Subject: City of Vancouver DNS for PRJ-166743/LUP-83392 Vancouver Innovation Center Master Plan and Development Agreement Revision

External Email

Attached are the DNS, checklist and map for the above listed project.
Comments are due by 4 p.m., Feb. 9, 2024.

For additional information about this project, contact the project case manager.

Mark Person, AICP, Senior Planner

Land Use Planning

Community Development Department

mark.person@cityofvancouver.us

~~~~~  
If someone other than the person to whom this message was sent is a more appropriate recipient, please reply to this message and provide contact information.

Please advise by replying to this message if you wish to be removed from this distribution list.

Clarissa Bowen | Support Specialist  
City of Vancouver  
Community Development Department  
[www.cityofvancouver.us](http://www.cityofvancouver.us)



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## Person, Mark

---

**From:** Bob <reissbob@gmail.com>  
**Sent:** Friday, February 2, 2024 2:31 PM  
**To:** Person, Mark  
**Subject:** VIC master plan - HALT

You don't often get email from reissbob@gmail.com. [Learn why this is important](#)

**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mark,

I understand you are just doing your job, but as a concerned citizen I don't feel that anyone in the city is listening to feedback from residents around this proposed development.

I haven't found even one person in the area that agrees with this development, not one. Even more so that this is turning into compressed housing and will drastically congest the surrounding areas. This feels like a 'kick-back' development being pushed to line the pockets of some in the city or county.

I could provide a whole bunch of reasons why this is a bad development proposal, but like previous feedback, it will be ignored.

I fully oppose this development in any form that has already been proposed.

Regards,

Bob  
Concerned citizen

## Person, Mark

---

**From:** Jodi Dehen <jodi.dehen@gmail.com>  
**Sent:** Tuesday, February 13, 2024 2:23 PM  
**To:** Person, Mark  
**Subject:** Re: 2/13/24 Hearing address?

You don't often get email from jodi.dehen@gmail.com. [Learn why this is important](#)

Hi Mark,

I have been at work, just now able to read the link you sent which states all options of comment need to be sent by noon today. Looks like we cannot include comment anymore since it is past noon? On the postcard it says comment can be accepted at the hearing?

We have one concern and that is about the pickleball courts, if open air, will drastically diminish the lives of everyone who lives nearby due to the harsh, sharp noise of that game (which sounds like a round of bullets being constantly shot). The noise of pickleball is also detrimental to wildlife, which is distressing to animals (domestic included). Lake Oswego, Oregon City Council shut down pickleball courts for this very reason earlier this year.

Of everything occurring on that property proposal, living across the street from it, that is the most looming issue we have, hoping the pickleball courts will be closed in a well insulated building. We don't want a vague answer to that question, it is a quality of life concern.

Since it is past noon, should we just bring that comment to the hearing?

Your time is valued and appreciated.

Best regards,

Jodi

Jodi Dehen  
18118 SE 36th Street  
Vancouver, WA 98683  
503-413-9900

On Tue, Feb 13, 2024 at 8:54 AM Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)> wrote:

Hi Jodi,

Here is the Planning Commission agenda for tonight: [PC MtgAgenda 240213.pdf \(cityofvancouver.us\)](#)

The meeting will be held in person at 415 W 6<sup>th</sup> Street in Council chambers on the 2<sup>nd</sup> floor of City Hall. There is also an option to join and testify via zoom.

**Mark Person, AICP** | Senior Planner

Pronouns: he/him/his

City of Vancouver

Community Development Department

[415 W 6th St. Vancouver, WA 98660](#)

PO Box 1995 Vancouver, WA 98668-1995

**P:** 360-487-7885 **TTY:** 360-487-8602

[www.cityofvancouver.us](#)

**CITY OF**  
**— —**

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**From:** Jodi Dehen <[jodi.dehen@gmail.com](mailto:jodi.dehen@gmail.com)>  
**Sent:** Tuesday, February 13, 2024 8:51 AM  
**To:** Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)>  
**Subject:** 2/13/24 Hearing address?

You don't often get email from [jodi.dehen@gmail.com](mailto:jodi.dehen@gmail.com). [Learn why this is important](#)

**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mark,

I am in the neighborhood across the street from the VIC, we received the postcard about the meeting tonight about the proposed revision, but in the verbiage on the post card and on the website section about tonight's meeting, it does not clarify an address that the meeting is held at. Are we to assume it is held at the address on the postcard return address for City of Vancouver at 415 W 6th street, Vancouver, WA 98668? I have not been inside that building, if so, is there a floor and room number it will be held in?

Also, where would you prefer we send our questions pre-meeting? In the postcard it says "written or spoken testimony is accepted at or before the hearing." But it doesn't say who is collecting them at the meeting or where to send it before the meeting, just the vague statement.

Appreciate your time to let me know.



Best regards,

Jodi

Jodi Dehen

503-413-9900

## Person, Mark

---

**From:** Annette Griffy <amgriffy@msn.com>  
**Sent:** Tuesday, February 13, 2024 2:02 PM  
**To:** Person, Mark  
**Subject:** RE: The VIC - Traffic Mitigation

Thank you Mark,

The TIA report addressed the concern of the traffic counts. They look to all be about a year ago and post pandemic. However, the report doesn't address the existing pedestrian crossing. Neighbors have specific concerns about the trail crossing on 29<sup>th</sup> and 25<sup>th</sup>. We would be interested in any future proposals for bringing those streets up to standard.

Thank you for your responsiveness and Good Luck tonight.  
Annette Griffy and Carl Amell

Sent from [Mail](#) for Windows

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**From:** Person, Mark <mark.person@cityofvancouver.us>  
**Sent:** Tuesday, February 13, 2024 11:42:33 AM  
**To:** amgriffy@msn.com <amgriffy@msn.com>  
**Subject:** FW: The VIC - Traffic Mitigation

Hello,

Please find the transportation impact analysis for the VIC revision attached.

**Mark Person, AICP | Senior Planner**

Pronouns: he/him/his

City of Vancouver

Community Development Department

415 W 6th St. Vancouver, WA 98660

PO Box 1995 Vancouver, WA 98668-1995

**P:** 360-487-7885 **TTY:** 360-487-8602

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**From:** Nischik, Julie <Julie.Nischik@cityofvancouver.us>  
**Sent:** Tuesday, February 13, 2024 11:38 AM  
**Cc:** Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Person, Mark <mark.person@cityofvancouver.us>; Quinton, Patrick <Patrick.Quinton@cityofvancouver.us>  
**Subject:** FW: The VIC - Traffic Mitigation

Commissioners and Staff – FYI

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Annette Griffy <[amgriffy@msn.com](mailto:amgriffy@msn.com)>  
**Sent:** Tuesday, February 13, 2024 11:19 AM  
**To:** Planning Commission <[PlanningCommission@cityofvancouver.us](mailto:PlanningCommission@cityofvancouver.us)>  
**Subject:** The VIC - Traffic Mitigation

You don't often get email from [amgriffy@msn.com](mailto:amgriffy@msn.com). [Learn why this is important](#)

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City Planning Commission,

As a homeowner in Fisher's Landing East neighborhood, we share concerns of many residents on the traffic impacts to the existing neighborhood. The Transportation Impact Analysis (TIA) has NO offsite impacts or required mitigation.

At the first developer outreach meeting on January 29<sup>th</sup>, 2024, it was stated that the traffic study analysis report would be available for review. I haven't found the report or study on the city or developer websites. The neighborhood concern over the lack of impact improvements or mitigation stems from the TIA assumptions. Specially, the traffic study was conducted during the pandemic. Also, the analysis for accident data and warrants was over the last 5 years (as stated in the January 31<sup>st</sup> meeting), this was mostly work from home pandemic traffic. A posting of the traffic study as promised is needed for the residents to review!

The collector roads through the neighborhood were constructed to a County standard from the late 80's and 90's. Specifically, SE 29<sup>th</sup> Street from 164<sup>th</sup> to 176<sup>th</sup>, SE 25<sup>th</sup> west of 176<sup>th</sup>, and SE 176<sup>th</sup> Avenue.

There is no lighting, there are missing speed signs, and the overwide cross sections promotes speeding. Driving the speed limit on 176<sup>th</sup> I have frequently experienced being passed by speeding cars in the median. The traffic circle in 176<sup>th</sup> will be an improvement to help mitigate this behavior. Thank you! However, crossing these streets as a pedestrian is often met with long waits at the corners or park trail intersections with the roads, due to speeding traffic. With a volume increase this will become more difficult and dangerous. Are there any plans for future improvements to these specific neighborhood streets, given the sub-standard construction, higher speeds and increase in the volume of traffic?

In addition, we have concern over the height of the low rise multi-family buildings along 176<sup>th</sup>. The low rise design is appreciated, but the grading and building elevation has not been provided. Even a low rise design could be impactful to the neighborhood to the east if the grading is modified. Proposed building elevation data or preliminary grading would be appreciated, especially to the existing neighbors along 176<sup>th</sup>.

Thank you to the Planning Commission and City Staff for review of this major development in Fisher's Landing East.

Respectfully,  
Annette Griffy and Carl Amell  
17400 SE 30<sup>th</sup> Street  
Vancouver, WA 98683  
[amgriffy@msn.com](mailto:amgriffy@msn.com)

Sent from [Mail](#) for Windows

## Person, Mark

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**From:** Nischik, Julie  
**Sent:** Tuesday, February 13, 2024 1:00 PM  
**Cc:** Kennedy, Rebecca; Snodgrass, Bryan; Person, Mark; Quinton, Patrick  
**Subject:** FW: VIC

Commissioners and staff – FYI

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Connor Riggs <riggscpr@gmail.com>  
**Sent:** Tuesday, February 13, 2024 12:49 PM  
**To:** Planning Commission <PlanningCommission@cityofvancouver.us>  
**Subject:** VIC

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Hello, I have the following notes/questions for the community forum:

### Permit Conditions to Seek from City

- **Construction hours:** Aim for later start times on weekends.
- **Pile driving:** No impact pile driving after XX PM. Maybe 5 PM??
- **Construction worker parking:** Require all construction worker parking to be on the property and not in neighborhoods
- **Noise permit:** Construction shall not go above XX dBA.
- **Noise mitigation:** What noise mitigation will the city require?
- **Construction hotline:** Require 24-hour hotline answered by a live person for duration of construction. Hotline person must be able to reach contractor management to address noise issues outside of allowable construction hours.

### Questions/Requests to VIC Developer

- **Open space:** Aim to maximize public open space
- **Pile driving:**
  - o How many piles will be installed?
  - o What is the planned duration for pile driving?
  - o Will they be using impact or vibration installation? Can the city require vibing them in??

### Mitigation Requests to VIC and / or as Permit Conditions

- **Neighborhood improvements?** Are there neighborhood amenities that can be tied to the permits? Examples:
  - o Street/sidewalk improvements



oAdditional safety, lighting, or signage improvements

Looking forward to it. Thank you!

## Person, Mark

---

**From:** Ron <r\_rushford@comcast.net>  
**Sent:** Saturday, February 17, 2024 9:36 AM  
**To:** Person, Mark  
**Subject:** RE: Public Hearing 6:30 pm, 2/13/24 -

You don't often get email from r\_rushford@comcast.net. [Learn why this is important](#)

Dear Mark Person, Jessica Herceg Senior Planners City of Vancouver, and all it may concern,

The SEPA checklist for “the VIC Owner LLC” submitted May 5, 2023 has the following problems and inaccuracies. In the spring of 2020, international- HIG Partners with than “over 50 billion of real estate under direct management”, purchased the 179-acer former HP original Techtronic’s campus from SEH America, subject to zone changes. New Leaf Partners presented themselves as owner/developers of property, subject to zone changes. Recently RABINA along with New Leaf Partners has been listed as owner/developers of “Master Plan” for this high-density commercial development.

This property has been securely fenced since around 1960 and has become an unofficial wildlife preserve for migratory birds. Tens of thousands of Canada geese, fly over and land on this property on their yearly migrations. My fellow adjacent homeowners have also recorded Bald Eagles, Herons, Osprey, Owls etc., on property and flying over between LaCamas lake and Vancouver Lake. This is a critical, and diminishing, flyway for these birds! Other open spaces in Fishers landing have been eliminated further restricting The Canada geese “flyway and resting area”.

### SOME OF SPACIFIC PROBLEMS WITH SUBMITTED SEPA CHECKLIST

#### A. BACKGROUND – Vancouver Innovation Center Master Plan Revision

4. date checklist prepared – May 5, 2023

11. “single family detached home will be removed from master plan”.

#### B. ENVIRONMENTAL ELEMENTS

##### 5. ANIMALS

a. List any birds...observed on or near the site. - I and my neighbors informed New Leaf partners and City of Vancouver, of birds, specifically Canada geese Flyway and resting on property.

c. Is the site part of a migration route? PHS – The only PHS, I could find, supposedly, is located just east of property at 3400 SE 196<sup>th</sup> Ave. Ste 100 Camas, WA 98607, 360 244-5984. Called phone. “mailbox has not yet been set up”. Is this Legitimate company?

“The Master Plan site is located within the Pacific Flyway but not known to be used as a critical stopover.” Untrue! This is a critical and diminishing stopover for Canada geese etc.”

d. proposed measures to preserve or enhance wildlife – “As noted in the Sept. 12, 2022, Critical Areas Memorandum prepared by PHS, there are no anticipated impacts to wildlife... as a result of the future buildout of the Master Plan.” Untrue! See above.

##### 8.Land and shoreline use

i... how many people would reside or work in the completed project? – “...1,800 dwelling units... 2.46 persons per household ...estimated 4,428 residents.”

“...1,703,065 square feet of non-residential building square feet ...includes 715,000 square feet existing VIC buildings...” expected to yield approximately 5,000 jobs.”

#### 14. Transportation

f. ...” City of Vancouver... “new trips... 26,982 average daily trips.”

h...” transportation impacts, -no new mitigation measures are proposed.”

Highway 14 is increasingly overburdened. If this “Master Plan” is implemented it will have a negative impact on Homeowners, the environment, Fishers Landing and all the residents of The City of Vancouver.

Please respond, in detail, to my findings and observations.

Sincerely  
Ron Rushford

Sent from [Mail](#) for Windows

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**From:** [Person, Mark](#)  
**Sent:** Wednesday, February 14, 2024 11:17 AM  
**To:** [Ron](#)  
**Subject:** RE: Public Hearing 6:30 pm, 2/13/24 -

Mr. Rushford,

As lead agency, staff reviewed the SEPA checklist and also notified our agency partners per our process.

**Mark Person**, AICP | Senior Planner  
Pronouns: he/him/his  
City of Vancouver  
Community Development Department  
415 W 6th St. Vancouver, WA 98660  
PO Box 1995 Vancouver, WA 98668-1995  
**P:** 360-487-7885 **TTY:** 360-487-8602  
[www.cityofvancouver.us](http://www.cityofvancouver.us)



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**From:** Ron <r\_rushford@comcast.net>  
**Sent:** Wednesday, February 14, 2024 11:14 AM  
**To:** Person, Mark <mark.person@cityofvancouver.us>  
**Subject:** RE: Public Hearing 6:30 pm, 2/13/24 -

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I saw that SEPA check list was submitted but that environmental impact compliance was “differed” Please provide me with the findings if a study was completed.

Thanks

Sent from [Mail](#) for Windows

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**From:** i  
**Sent:** Tuesday, February 13, 2024 12:25 PM  
**To:** [r\\_rushford@comcast.net](mailto:r_rushford@comcast.net)  
**Subject:** Public Hearing 6:30 pm, 2/13/24 -

Mr. Rushford,

Per our development code, a SEPA checklist was submitted and reviewed during the 2021 zone change, comprehensive plan amendment and master plan for this site. In addition, an updated SEPA checklist was submitted with this master plan revision.

Future development of the site will be within the assumption of the SEPA checklist or an updated or amended SEPA will be required.

Thank you for taking the time to comment on this application.

**Mark Person, AICP | Senior Planner**  
Pronouns: he/him/his  
City of Vancouver  
Community Development Department  
415 W 6th St. Vancouver, WA 98660  
PO Box 1995 Vancouver, WA 98668-1995  
**P:** 360-487-7885 **TTY:** 360-487-8602  
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**From:** Ron <[r\\_rushford@comcast.net](mailto:r_rushford@comcast.net)>

**Sent:** Tuesday, February 13, 2024 11:53 AM

**To:** Planning Commission <[PlanningCommission@cityofvancouver.us](mailto:PlanningCommission@cityofvancouver.us)>

**Subject:** Public Hearing 6:30 pm, 2/13/24 -

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**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Commission, City Council and all it may concern,

Revision to the VIC MASTER PLAN...approved in 2021, should be suspended subject to “required SEPA environmental impact” The zone change and sale of this “179 acre site”, should not have been completed without the “required environmental impact. The Purchaser, H.I.G Partners through New Blueprint Partners and now RABINA, have “over 60 Billion of Real estate under management”

The City is not acting in the best interests of the citizens, the environment or future generations if it proceeds without following required guidelines.

“Deferring the environmental impact requirement “ is a syndical way of subverting the interests of the citizens for power and profit.

Mark Person, Senior Planner, City of Vancouver, Please respond.

Thank You

Ron Rushford



## Person, Mark

---

**From:** Nischik, Julie  
**Sent:** Tuesday, February 13, 2024 12:19 PM  
**Cc:** Kennedy, Rebecca; Snodgrass, Bryan; Person, Mark; Quinton, Patrick  
**Subject:** FW: Public Hearing 6:30 pm, 2/13/24 -

Commissioners and staff – FYI

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Ron <r\_rushford@comcast.net>  
**Sent:** Tuesday, February 13, 2024 11:53 AM  
**To:** Planning Commission <PlanningCommission@cityofvancouver.us>  
**Subject:** Public Hearing 6:30 pm, 2/13/24 -

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Mark Person, Senior Planner, City of Vancouver, Please respond.

Thank You

Ron Rushford

Sent from [Mail](#) for Windows

## Person, Mark

---

**From:** Nischik, Julie  
**Sent:** Tuesday, February 13, 2024 2:35 PM  
**Cc:** Kennedy, Rebecca; Snodgrass, Bryan; Person, Mark; Quinton, Patrick  
**Subject:** FW: Vancouver Innovation Center 2/13/2024

Commissioners and staff – FYI.

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Anna S <anna217@gmail.com>  
**Sent:** Tuesday, February 13, 2024 2:07 PM  
**To:** Planning Commission <PlanningCommission@cityofvancouver.us>  
**Subject:** Vancouver Innovation Center 2/13/2024

**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Planning Commission,

I am writing to express my concerns regarding the proposed changes to the Vancouver Innovation Center (VIC) and its potential impact on the surrounding infrastructure.

Firstly, I want to commend the commission for their diligent questions and consideration during the developer's presentation in 2021. It is reassuring to see such thoroughness in evaluating projects of this size.

However, I am deeply troubled by the potential consequences of the VIC expansion, particularly concerning the strain it will place on our already struggling infrastructure. The already projected increase of 28,000 daily trips resulting from the original approved VIC development is already troubling. Replacing the single family homes with additional apartment buildings and a hotel, raises significant concerns about traffic congestion and safety in our community.

Of particular concern is the city's proposed reduction of SE 34th to one lane in each direction, while simultaneously accommodating the influx of additional traffic. This decision seems counterintuitive and likely to exacerbate existing traffic issues rather than alleviate them.

As a resident invested in the long-term sustainability and livability of our city, I urge the Planning Commission to take a holistic approach to evaluating this proposal. It is crucial that the City considers not only the immediate economic benefits but also the long-term impact on infrastructure, transportation, and community well-being.

Thank you for taking the time to consider my concerns. I trust that the Planning Commission will carefully weigh all factors before reaching a decision that will shape the future of our community.

Sincerely,

Anna Smith



CITY OF  
**Vancouver**  
WASHINGTON

# 2024 Legislative Session Review

**Brian Enslow**

Principal, Arbutus Consulting  
w/ Aaron Lande, Program and Policy Manager  
April 1, 2024

# Presentation Objectives

- Highlight Legislative Accomplishments
- Review Key Issues and Outcomes
- The Legislature Will Look Very Different Next Year





# Vancouver Policy Issues

## Select bills originated from the Vancouver area

### **Comprehensive Plan Deadline (Passed)**

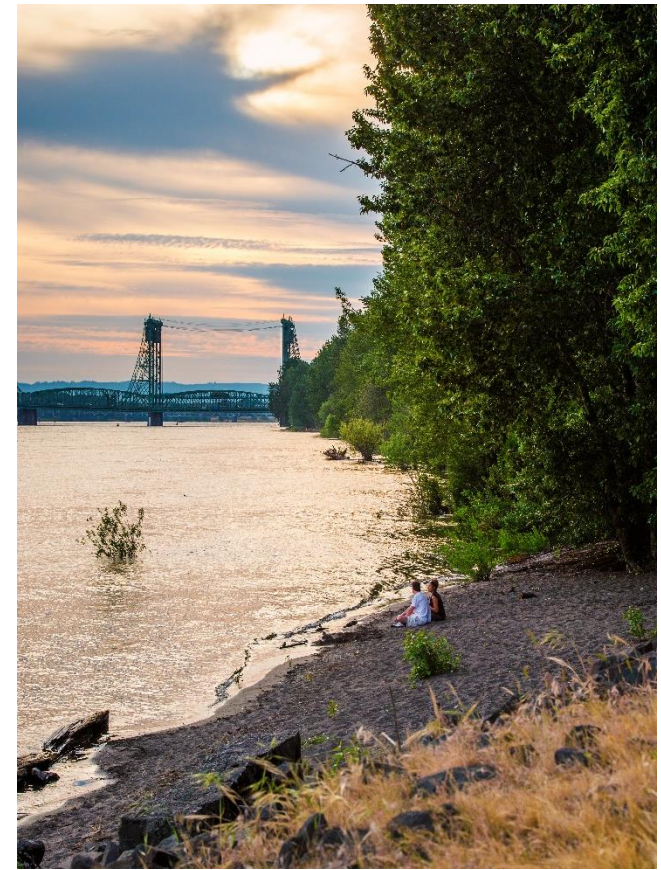
- SB 6150 (Cleveland)/HB 2296 extends the deadline by 6 months to help ensure robust public input and integration of housing and climate elements.

### **Concerning Death Benefits for Firefighters' Relief and Pensions (Passed)**

- SB 6263 (Wilson) aligns funeral benefit for firefighters covered by a pre-LEOFF.

### **Semiconductor Tax Preference (Passed)**

- HB 2482 (Harris)/SB 6137 (Cleveland) extends two tax preferences for semiconductor manufacturing until January 1, 2034.





# Capital Budget Priorities

## **Vancouver Housing Authority Energy Retrofits (\$1.03 M)**

- Allows the Vancouver Housing Authority to further advance the State and City's goal of carbon pollution reduction through the implementation of energy efficiency measures, including installation of appliances, heat pumps, exterior siding, and windows.

## **Waterfront Gateway Plaza (\$197 K)**

- Approx. 30,000 sq. ft. public plaza adjacent to City Hall that is a key component of the new Waterfront Gateway mixed-use development.

## **Did not receive any additional funding for Criminal Justice Training Facility**

- The City sought **\$3.5 M** in planning dollars to help fully develop the vision for the permanent Southwest Washington Regional Training Academy Campus.



# 2024 Fiscal Policy Bills

## No significant fiscal bills made it to the Governor's Desk

- SB 5770 would have increased the property tax revenue limit for local property taxes up to 3 percent in select years.
- HB 2276 would have imposed a new real estate transfer tax (RETT) of 1 percent on the value of the selling price over \$3.025 M.
- HB 2211/SB 6076 would have allowed a city to impose the full rate of the public safety sales and use tax without voter approval.





# Housing Availability and Affordability Issues

- No major policy revisions or directions passed this session.
- HB 2160, Transit Oriented Development, was passed by the House but failed to pass the Senate Ways and Means Committee.
- HB 2114/SB 5961, Rent Regulation, was passed by the House but failed to pass the Senate Ways and Means Committee.
- HB 1998, Co-Housing, passed the Legislature. The bill requires the city to allow co-living housing on any lot located within the urban growth area that allows at least six multifamily residential units.





# Legislature Approves Three of Six Ballot Measures

Six statewide initiatives were certified by the Secretary of State.

Three initiatives passed the Legislature:

- I-2111, prohibiting income taxes,
- I-2081, creating a parent bill of rights for children in public schools, and
- I-2113, lifting restrictions on police chases

The remaining three certified statewide initiatives will go on the November General Election ballot.

These include I-2117 repealing the Climate Commitment Act, I-2109 repealing the capital gains tax, and I-2124 making participation in the long-term care insurance program optional.





# Climate and Energy Policy

## Improving Washington's Solid Waste Management

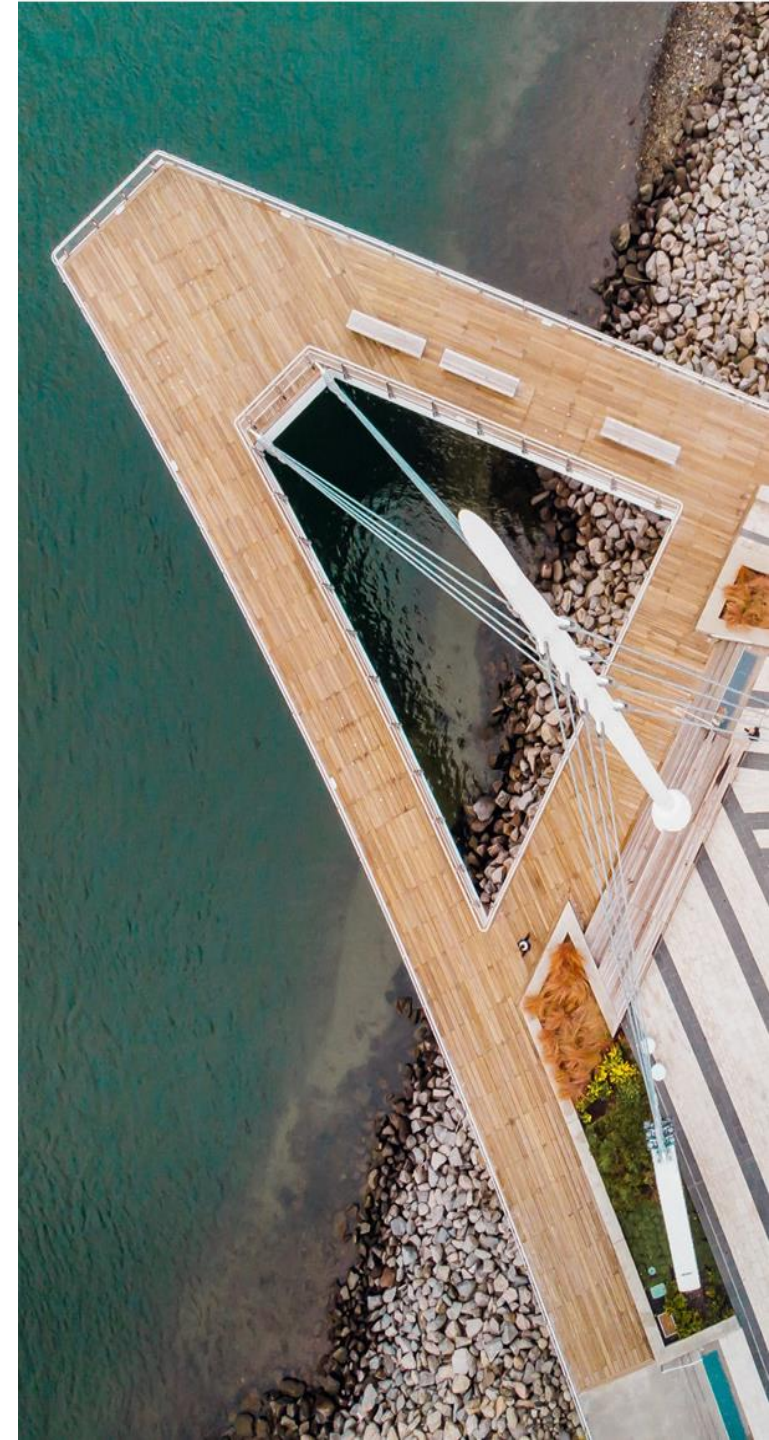
- HB 2049 failed to pass the House. The ReWRAP Act proposed an extended producer responsibility program for packaging and paper products.

## Bottle Depot Return Program

- HB 2144 (Stonier) failed to pass the House. The bill would have authorized distributors of beverages in qualifying beverage containers to operate a deposit return system that establishes a 10-cent redemption value.

## Waste Material Management (Passed)

- HB 2301 establishes new grant programs related to food waste reduction and organic material management and requires, beginning April 1, 2030, that organic waste collection services must be provided to customers on a non-elective basis.





# Potential for Change in Legislative Composition

## Retirement Announcements:

To date, there are over a dozen legislators identified who will not be returning in 2025.

## Notably in the Senate:

- Senate Majority Leader Andy Billig (D-Spokane)
- The Ranking Minority on Senate Ways & Means, Senator Lynda Wilson (R-Vancouver)
- Senator Kevin Van De Wege (D-Lake Sutherland) is running for Public Lands Commissioner
- Senator Mark Mullet (D-Issaquah) is running for Governor.





# Thank You

